



Board of Supervisors

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

**DECEMBER 13, 2022 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER/ ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. BEHAVIORAL HEALTH

- 1) Approve and authorize the Board Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives, Short Term Residential Treatment Services (STRTP), to provide family services for seriously disturbed children and youth; effective July 1, 2022; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Board Chair to ratify and sign the FY 2022/2023 Memorandum of Understanding between Plumas County Public Health and Plumas County Behavioral Health; to provide supportive services to the Plumas County Veterans; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by county Counsel. [View Item](#)
- 3) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Environmental Alternatives to provide Specialty Mental Health Aftercare Therapeutic Services to Medi-Cal beneficiaries; effective July 1, 2022; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to ratify and sign the FY 2022/2023 Agreement between Plumas County Behavioral Health and Roundhouse Council to provide resource support to Native American Youth, families, and Elders in Plumas County; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 5) Approve and authorize the Chair to ratify and sign the Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health to provide resource support to Plumas County Seniors; effective July 1, 2022; not to exceed \$65,000.00; approved as to form by County Counsel. [View Item](#)
- 6) Approve and authorize the Chair to ratify and sign the FY 2022/2023 Services Agreement between Plumas County Behavioral Health and Plumas Unified School District, to meet the increasing need for school-based mental health prevention and early intervention services; effective July 1, 2022; not to exceed \$251,932.00; approved as to form by County Counsel. [View Item](#)
- 7) Approve and authorize the Chair and Interim Director of Behavioral Health to ratify and sign the Memorandum of Understanding between Plumas County and System Partners, defining collaboratively shared design and delivery of services to children, youth, and families; effective July 1, 2021; approved as to form by County Counsel. [View Item](#)
- 8) Approve and authorize the Chair to ratify and sign a 3-year Service Agreement between Plumas County Behavioral Health and Smile Business Products, Inc., for copy machine leases and maintenance; effective June 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 9) Approve and authorize the Chair to sign Addendum Number Two to the Memorandum of Understanding between the County of Plumas and the California Health and Wellness Plan (CHWP), setting out specific guidance supporting data sharing between healthcare providers and other public agencies; approved as to form by County Counsel. [View Item](#)

B. FACILITY SERVICES

- 1) Approve and authorize Chair to sign and ratify an Agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for the Claremont Planning Project effective January 1, 2022; not to exceed \$108,047.00; approved as to form by County Counsel. [View Item](#)

C. INFORMATION TECHNOLOGY

- 1) Approve and authorize no contract payment to Esri, Inc. for GIS mapping software; not to exceed \$6,500; approved in the FY 2022-2023 budget. [View Item](#)

D. SHERIFF'S OFFICE

- 1) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish, for Sheriff's vehicle body paint and repair; effective February 1, 2023; not to exceed \$60,000.00; approved as to form by County Counsel. [View Item](#)

E. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Plumas County Public Health Director to recruit and fill, funded and allocated .625 FTE Assistant Cook Position for the Senior Services program at the Chester site; vacancy due to promotion. [View Item](#)

F. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign and ratify First Amendment to Land/Ground Lease Agreement by and between Forest Lodge, LLC and Plumas County; changing the lease to a month-to-month basis starting October 1, 2022; approved as to form by County Counsel. [View Item](#)

G. AUDITOR CONTROLLER

- 1) Authorize the Auditor/Controller to recruit and fill funded and allocated; 1.0 FTE Assistant Auditor /Controller position and approve other wages for retired Assistant Auditor Controller for training. [View Item](#)

3. DEPARTMENTAL MATTERS

A. AUDITOR CONTROLLER - Martee Nieman (Graham)

- 1) Approve the transfer of funds from the DROC project fund 0023 in the amount of \$426,980.53 to the Disaster Fund 0022; discussion and possible action. **Roll call vote.** [View Item](#)
- 2) Report and discussion regarding the County's obligations to pay out the LEMA and EMMA assistance claims due to the Dixie Fire, in the amount of \$3,771,789.63; Update regarding ongoing obligations for the CAEHA and Arcatis Agreements; discussion, direction and possible action. [View Item](#)

B. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Approve no contract payment of \$1252.00 to Community Hospital of the Monterey Peninsula CHOMP ON CALL, for mental health specialty service invoices; discussion and possible action. [View Item](#)

C. PUBLIC WORKS - John Mannie

- 1) Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation to change One (1) Fiscal and Technical Services Assistant position to a Management Analyst series position within the Engineering Budget Unit (20210); and allow the Department to recruit and fill the position; discussion and possible action. **Roll call vote.** [View Item](#)

D. SOLID WASTE - John Mannie

- 1) Consideration and possible approval of proposed amendment to the Plumas County Purchasing Policy; discussion and possible action. [View Item](#)

E. PLANNING - Tracey Ferguson

- 1) Approve and authorize Chair to execute Memorandum of Understanding between Golden State Connect Authority and County of Plumas regarding implementation of Local Agency Technical Assistance Grant; review and possible action; approved as to form by County Counsel. [View Item](#)

4. COUNTY ADMINISTRATIVE OFFICE - Debra Lucero

- A. Receive an update and presentation on the American Rescue Plan Act funds. [View Item](#)
- B. Receive update regarding the Local Assistance and Tribal Consistency Fund; discussion and possible direction. [View Item](#)

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation - County Counsel (Board Only)
- B. Personnel: Public employee performance evaluation - Chief Probation Officer (Board Only)
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070
- H. Conference with Risk Manager: Quarterly Risk Control Program status report.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, December 20, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Board Chair to ratify and sign an agreement between Plumas County Behavioral Health and Environmental Alternatives, Short Term Residential Treatment Services (STRTP), to provide family services for seriously disturbed children and youth; effective July 1, 2022; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign and ratify Service Agreement between the Plumas County Behavioral Health and Environmental Alternatives to provide mental health services for seriously disturbed children and youth. Approved as to form by County Counsel

Background and Discussion

The terms of this agreement is 7/1/2022- 6/30/2023. The purpose of this Agreement is to meet medical and necessary criteria for all children and youth according to Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services.

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Chair to sign and ratify Service Agreement between Behavioral Health and Environmental Alternatives.

Attachments:

1. STRTP Agreement 2022-23

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Environmental Alternatives**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage

limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County,

the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Melody King, Chief Executive Officer
Environmental Alternatives
P.O. Box 3940
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27 **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28 **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

29 **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes**
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30 The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Environmental Alternatives, a California Corporation

By: _____

Name: Melody King
Title: Chief Executive Officer
Date signed:

By: _____

Name: Jerome Dorris
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____

Name: Sharon Sousa
Title: Interim Director
Date signed:

APPROVED AS TO CONTENT:

By: _____

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____

Name: Heidi White
Title: Clerk Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/22/2022

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and ENVIRONMENTAL ALTERNATIVES referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within

five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I))]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

Name: Sharon Sousa

Name: Melody King

Title: Behavioral Health Interim Director

Title: Chief Executive Officer

Address: 270 County Hospital Road, Suite 109

Address: PO Box 3940

Quincy, California 95971

Quincy, California, 95971

Signed: _____

Signed: _____

Date: _____

Date: _____

Exhibit A

Environmental Alternatives Family Services
Short Term Residential Treatment Program
July 1, 2022 to June 30, 2023

Scope of Work

Environmental Alternatives Family Services (EA), hereafter referred to as EA or Contractor, will provide Mental Health Treatment Services for Seriously Emotionally Disturbed (SED) children and youth, including eligible Plumas County Medi-Cal beneficiaries, placed in EA's Diamond Peak Short-Term Residential Therapeutic Program (STRTP) located in Susanville, CA, as defined by Title 22 regulations.

The highly structured program is designed to manage the severe emotional and behavioral disturbances of the children requiring more restrictive services. The program will be designed to treat children and youth who have experienced multiple placement failures and who are the most resistive to treatment.

All children and youth who meet medical and necessity criteria according to Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services shall receive the following services: Mental Health Services as defined in **Section 1810.227 of Title 9 of the California Code of Regulations**, Medication support services as defined in **Section 1810.225 of Title 9 of the California Code of Regulations**, Crisis Intervention as defined in **Section 1810.209 of Title 9 of the California Code of Regulations**, Targeted Case Management as defined in **Section 1810.249 of the Title 9 of the California Code of Regulations**.

The intensities of the psychological and social disorders of the children and youth necessitate the need for intensive specialty mental health services. Each child will receive the certified Medi-Cal services in the category and amount appropriate for that child's individual need. The EA STRTP will maintain Medi-Cal certification through Plumas County Behavioral Health (PCBH). Documentation of services fulfills all Medi-Cal criteria and PCBH documentation standards.

Contractor will provide services to children and youth enrolled in the STRTP as follows:

- I. **Mental Health Assessment:** Within five calendar days of arrival at the facility, every child in a STRTP shall have a completed and signed mental health assessment in a manner consistent with Medi-Cal and STRTP regulations.
 - a. The STRTP may use a prior mental health assessment provided the assessment was preformed within the 60-day period preceding the date of the child's arrival at the STRTP.
 - i. The mental health assessment must have been conducted or certified by an interagency placement committee in compliance with **Welfare and**

Institution Code section 4096, a licensed mental health professional, or an otherwise recognized provider of mental health services within their scope of practice;

- II. A licensed mental health professional must review the prior assessment within five days of the child's admission to the STRTP and shall determine whether to sign and accept the prior assessment or whether conducting a more current mental health assessment is clinically appropriate; and
- III. As part of the review referenced in paragraph (ii) of this subdivision, the licensed mental health professional must determine whether the prior clinical assessment contains all of the applicable information required in subdivision (b) or whether it is necessary to supplement the previous assessment before signing and accepting it.

- b. A mental health assessment meeting the requirements of this section shall satisfy the assessment documentation requirements for Medi-Cal beneficiaries.
- c. In the case of an emergency placement pursuant to **Welfare and Institutions Code section 11462.01(h)(3)**, a licensed mental health professional shall make a written determination whether or not the child requires the level of services and supervision provided at the STRTP to meet their behavioral and mental health service needs. The determination shall occur as soon as possible after the child arrives at the STRTP, but no later than 72 hours from the time the child arrives at the facility. Until a licensed mental health professional determines the child requires the level of services and supervision provided at the STRTP, the child shall have one-on-one observation at all times or be physically separated from other children in the program. During this time, the child shall receive all services and programming required in these regulations.

2. **Admission Statement:** The Contractor's Head of Service or acting Head of Service shall sign an admission statement within five days of the child's admission to the STRTP. In the statement, the Head of Service shall affirm he or she has read the child's mental health assessment, has considered the needs and safety of the child and of the children already admitted to the STRTP, and based on these considerations, affirms that admitting the child is appropriate. The admission statement shall affirm the child meets the criteria for admission established in **California Welfare and Institutions Code section 11462.01 (b)**.

3. **Treatment Plan:** Each child admitted to a STRTP shall have a Treatment Plan reviewed and signed by a licensed mental health professional, waivered/registered professional, or the Head of Service within ten (10) calendar days of the child's arrival at the STRTP. The Treatment Plan shall include all required items per the Version II Interim STRTP Regulations.

The Treatment Plan will be reviewed by a member of the STRTP mental health program staff at least every thirty (30) calendar days. The member of the STRTP mental health program staff that completes the review shall document the review in the client record and include whether it is necessary to make changes to the treatment plan.

The STRTP shall provide a copy of the treatment plan to the child's placing agency within ten (10) calendar days of the request of the placing agency and in compliance with applicable privacy laws.

4. **Child and Family Team Meetings:** Contractor will attend all Child and Family Team Meetings for youth residing at their facility. Although CFT's are the responsibility of the Placing Agency, it is the responsibility of the Contractor to ensure a CFT Meeting is conducted every 90 days when ICC services are provided.
5. **Progress Notes:** For each child, the STRTP shall ensure that there is a minimum of one (1) written daily mental health progress note. In addition to the daily mental health progress note, the STRTP mental health program staff shall write a progress note whenever there is a significant change in condition or behavior, or significant event involving the child. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall be maintained in the child's client record. Within 72 hours of providing the services, progress notes shall be signed (or electronic equivalent) and dated by the mental health program staff member(s) who provided the services. Data Entry will be scanned and emailed to PCBH for processing into EHR.
6. **Medication Control and Monitoring:** A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications contributing to the child's mental health condition. This examination shall be noted in the child's client record.
 - a. As clinically appropriate, the prescribing physician shall sign a written medication review for each child prescribed psychotropic medication at the time the medication is prescribed and at least **every forty-five (45) days** thereafter as long as the child is on the medication. The medication review shall include the items listed in the STRTP regulations for Medication Control and Monitoring. This review may be prepared by a mental health program staff member acting within the scope of his or her practice and shall be included in the child's client record.
 - b. At least **every ninety (90) days**, and as clinically appropriate, a psychiatrist shall review the course of treatment for all children who are not on psychotropic medication. Review results will be included in a progress note signed by the psychiatrist at the completion of the review.
 - c. Psychotropic medications for a child placed in a STRTP shall be administered in accordance with all applicable state and federal laws, including, but not limited to, laws related to authorization, administering and dispensing medication, psychotropic medication, storage and disposal, informed consent, documentation of informed consent, and **California Welfare and Institutions Code Sections 369.5 and 739.5**.
 - d. A member of the mental health program staff shall document the following in the child's client record: the date and time the child has ingested any prescribed or

non-prescribed medication and any side-effects the child has experienced either reported by the child or as observed by the mental health program staff member.

- e. The mental health program shall comply with **California Code Regulations, title 22 section 80075.**

- 7. **Mental Health Treatment Services:** The Contractor shall make available for each child, structured mental health treatment services in the day and evening, seven days per week, in accordance with the child's needs and services plan. The STRTP admitting Medi-Cal beneficiaries shall ensure the following minimum mental health treatment services are available to all children in the mental health program:

- a. **Mental Health Services:** All children and youth living in the STRTP shall receive mental health services such as individual therapy (with or without family present), group therapy, rehabilitation services, collateral services, Intensive Care Coordination (ICC) services, Intensive Home Based Mental Health Services (IHBS) services, and Therapeutic Behavioral Services (TBS).
- b. **Medication Support Services:** A prescribing physician shall examine each child placed in a STRTP prior to prescribing any psychotropic medication. The exam will include a screening to determine whether there are potential medical complications that may contribute to the child's mental health condition.
- c. **Crisis Intervention Services:** Children and youth living in a STRTP may also receive Crisis Intervention Services as needed. As the planned treatment progresses, it is expected the need for Crisis Intervention Services will diminish and may eventually not be needed.
- d. **Targeted Case Management:** Children and youth living in a STRTP may also receive targeted case management services to help them reach their mental health goals, provide education on mental health issues, and link them to services such as substance abuse services, special education services, and other community based service organizations.

A mental health program admitting Medi-Cal beneficiaries shall ensure Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Supplemental Specialty Mental Health Services as defined in **Section 1810.215 of Title 9 of the California Code of Regulations** are available to all Medi-Cal beneficiaries in the program.

- 8. **Clinical Review Report and Transition Determination:** A licensed mental health professional shall perform a clinical review of the child's status and progress in treatment **every ninety (90) days** to determine whether the child should remain in the program or be transitioned to a different level of care. The licensed mental health professional shall make the determination in consultation with the placing agency or agencies, if applicable. A report documenting this clinical review shall be maintained in the child's client record. The clinical review report shall include:

- a. A summary of the types and frequency of services provided to the child and the impact of these services on the child's achievement of the goals outlined in the child's Treatment Plan.
- b. Justification for the decision for continued stay or transition of the child based on the child's client record and licensed mental health professional's clinical opinion.

- c. A transition determination plan shall be developed, completed, and signed by a member of the EA STRTP staff prior to the date the child transitions out of the STRTP. A copy shall be provided, as applicable, to the parent, guardian conservator, or person identified by the court to participate in the decision to place the child in the STRTP.

The STRTP mental health program staff shall meet at least once every ninety (90) days, or more often if needed to discuss the diagnosis, mental health progress, treatment planning and transition planning for the child. Prior to or during each meeting, the STRTP mental health program staff shall obtain information from direct care staff about their observations, if any, for the child. The head of services or a licensed mental health professional or waiver/registered professional shall attend each meeting along with other mental health professional staff that provide mental health services to the child. The meetings should include the most active and informed members of the mental health program staff responsible for the child's mental health treatment.

Contractor staff will adhere to all federal, state, and county regulations and guidelines for the provision and documentation of services, so that the County may receive the appropriate maximum Medi-Cal reimbursement. Disallowances will be subtracted from total Units of Service.

The PCBH Compliance Plan and Documentation Procedures will be followed, including, but not limited to, timely submission of Progress Notes, and completion of all documentation per regulations. PCBH reserves the right to recover payment for Disallowances and Unbilled Services.

9. **Reimbursable Services:** All state legislative training requirements for employees will be met and all Medi-Cal regulations will be followed. Contractor staff will adhere to all federal, state, and county regulations and guidelines for the provision and documentation of services, so that the County may receive the appropriate maximum Medi-Cal reimbursement. PCBH reserves the right to recover payment for Disallowances and Unbilled Services.
10. **Cultural Competency:** PCBH is committed to the recognition and appreciation of cultural diversity among service delivery staff, clients and community partners. Contractors are expected to make every effort to provide services to children/youth in their primary or preferred language. Forms, documents, and brochures will be available in the child/youths preferred language. Contractors will provide services to children, youth, and their family members in a culturally competent manner. Upon request, Contractor will present evidence of cultural sensitivity training provided to their staff members.

11. Measurement of Individual Outcomes:

- a. The Child and Adult Needs and Strengths Assessment (CANSA) is an all-ages assessment tool used to support client care planning and level of care decision-making, and to monitor client progress and outcomes. Contractor will assess each child/youth served with the CANSA at intake, every 6 months, and at the end of treatment. Contractor will comply with all client level data requests in a format to be specified by PCBH.
- b. The Pediatric Symptom Checklist (PSC-35) is a parent/caregiver checklist designed to facilitate the recognition of cognitive, emotional, and behavioral problems so interventions can be initiated as early as possible. Contractor will administer the parent/caregiver version of the PSC-35 at intake, every 6 months, and at the end of treatment.

12. **Client Satisfaction Surveys:** A survey will be conducted by the Contractor on an annual basis to measure client satisfaction and the quality of therapeutic alliances.

13. **Note Deletions** If a note deletion is needed, the request must be sent to the PCBH Quality Assurance and Compliance Manager for review

14. Program Staffing & Productivity:

- a. The staffing pattern shall meet all State licensing and regulatory requirements set forth in **Title IX, Division 1, Article 3.5, Section 531 of the California Code of Regulations**. The Head of Service shall meet the regulations in **Title IX, Sections 622-630**. There shall be an appropriate level of supervisory staff as required by regulation or statute.

All staff positions which require state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the appropriate state licensing or certification board. The Contractor will maintain job descriptions consistent with Scope of Practice for each position.

In accordance with State law, the following services will only be provided by a Licensed Professional of the Healing Arts (LPHA) or licensed waivered staff:

- Assessments and behavioral analyses;
- Treatment and safety planning;
- Individual and family therapy.

An LPHA will also be responsible for ensuring the safety of children, youth and families in the program. The State of California defines LPHA as a Licensed Clinical Social Worker (LCSW), a Licensed Marriage & Family Therapist (LMFT), a Licensed Professional Clinical Counselor (LPCC), an Associate Clinical Social Worker (ASW), an Associate Marriage & Family Therapist (AMFT), or an Associate Professional Clinical Counselor (APCC).

Targeted Case Management and Mental Health Services may be provided directly by the LPHA or by a LPHA-supervised support counselor or rehabilitation counselor. These services will provide behavioral support to children, youth and families by:

- Assisting children, youth and families developing new coping skills;

- Structuring and maintaining a safe environment;
- Connecting children, youth and families with services and resources.

Clinical staff will maintain a minimum expected productivity rate (as measured by billable minutes of service) for all scheduled work hours as outlined in the Exhibit

Quarterly Program Reporting Requirements:

In addition to the specific reporting requirements included within this Agreement, Contractor will report:

- Average full time equivalent (FTE) for all staff directly charged to the program. Average should be provided for each month individually within the reporting quarter.
- Statement of actual program expenses

15. Additional Reporting Requirements:

- a. Length of stay per individual and reported in number of days
- b. Number of ICC services provided or delivered
- c. Number of CFTs provided or delivered
- d. Date of any Interagency Placement Committee (IPC) approval
- e. Number of clients who AWOL including date of AWOL

16. Project Goals and Objectives

The primary objective is for each child/youth to reach his/her optimal level of functioning and return to a less restrictive setting in the community. The goals are as follows:

1. Achieve compliance with STRTP regulations.
 - 1.1 All children will have a signed admissions statement within five calendar days of the child's arrival at the STRTP.
 - 1.2 Reduce children and youth admissions to inpatient psychiatric facilities and crisis emergency services.
 - 1.3 No more than 7% of children/youth will require psychiatric hospitalization while in treatment with Contractor.
 - 1.4 No more than 7% of children/youth will receive crisis emergency services at a county mental health crisis department.
2. Reduce arrests among children and youth.
 - 2.1. No more than 7% of children/youth will be arrested or detained in a county juvenile justice center while in treatment with Contractor.
3. Improve the outcomes of children and youth as measured by a standardized assessment and/or checklist.
 - 3.1. At least 70% of discharged children and youth will demonstrate a reduction in the number of CANSA score items that are scored 2 or 3.
 - 3.2. At least 70% of children and youth will have a reduction in symptomology on the Pediatric Symptom Checklist (PSC-35) at discharge.

17. Timeliness Data Requirements:

- a. Potential clients (i.e., individuals requesting behavioral health services who are currently unserved) will be offered an initial face to face clinical assessment within 5 days of arrival at the facility.
- b. Clients requesting psychiatric services will be offered an initial psychiatric evaluation appointment within 15 days of determination of necessity.
- c. Report each unserved client's initial request to initiate therapy or psychiatric services.
 - o Date of initial request for therapy or psychiatry services
 - o Date of first offered assessment appointment to initiate therapy or psychiatry services
 - o Date of first accepted assessment appointment to initiate therapy or psychiatry services
 - o Date of first kept assessment appointment that initiates therapy or psychiatry services
 - o Date assessment is complete
 - o Date of first offered treatment appointment
 - o Date of first treatment appointment
 - o Date client is closed to services
- d. Report average number of days between initial request for services and date services were offered.
- e. Timeliness data will be submitted through the BHS Timeliness Application within 3 business days of initial request for service.

18. Report each Notice of Adverse Benefit Determination (NOABD) Delivery System

Notice of Adverse Benefit Determination (NOABD) Requirement: Report each Notice of Adverse Benefit Determination (NOABD) Delivery System Notification sent to unserved beneficiaries who were not offered a face to face assessment within the designated business day timeframes. In these instances, NOABD's must be sent to beneficiaries within 2 business days of the initial request for service.

19. Network Adequacy Capacity Tool (NACT) Reporting Requirements:

- Network Adequacy Capacity Tool (NACT) reporting requirements:
 - o Staff name, license, job title
 - o Languages services are provided
 - o Current caseload
 - o Staff program assignment

Additional Training Requirements: Child and Elder Abuse Reporting Training; Annual Recertification of CANSA and maintenance of a trained CANSA Supervisor; Child and Family Team (CFT) facilitation training (once per staff member conducting CFT's) and all trainings as outlined in the Interim STRTP Regulations (Version II).

Program Evaluation

The effectiveness of the Program will be evaluated on Contractor's achievements towards the program goals and objectives as listed above. The evaluation process will consist of progress reports to be submitted by the Contractor and program audits to be conducted by PCBH. As part of program evaluation, Contractor will assist with the administration of consumer and family member satisfaction surveys as requested by PCBH.

Contractor will submit quarterly and annual data reports in a format specified by PCBH

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of monthly invoices in the fiscal year for which services are delivered.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

D. Fee Structure:

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic services and administration of the program. These costs will be invoiced at the following rates:

- a. Case Management - \$2.15 per minute
- b. Mental Health Services - \$2.78 per minute
- c. Crisis Intervention - \$4.13 per minute
- d. Medication Support - \$5.13 per minute

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective November 5, 2019.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Board Chair to ratify and sign the FY 2022/2023 Memorandum of Understanding between Plumas County Public Health and Plumas County Behavioral Health; to provide supportive services to the Plumas County Veterans; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by county Counsel.

Recommendation

Approve and authorize the Board Chair to sign and ratify FY 2022/2023 Memorandum of Understanding between Plumas County Public Health and Plumas County Behavioral Health providing supportive services to Plumas County Veterans. Not to exceed \$50,000.00. The MOU has been approved as to form by County Counsel

Background and Discussion

The term of this MOU is 7/1/2022-6/30/2023. The purpose of this MOU is to provide supportive services to Plumas County Veterans. Approved to form by County Counsel.

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Board Chair to sign and ratify Memorandum of Understanding between Plumas County Public Health and Plumas County Behavioral Health providing supportive services to Plumas County Veterans.

Attachments:

1. MHSA 22230PCPHA-VSP

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between Plumas County Public Health Agency (hereinafter referred to as “Public Health”), and Plumas County Behavioral Health Department (hereinafter referred to as “Behavioral Health”).

The parties agree as follows:

1. **Scope of Work.** Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.
2. **Compensation.** Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed fifty thousand dollars (\$50,000.00).
3. **Term.** The term of this MOU commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this MOU. County’s Board of Supervisors hereby ratifies and approves for payment, services provided by Public Health, from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
5. **Notices.** All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

Public Health:

Dana Loomis, Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

Behavioral Health:

Sharon Sousa Interim Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: _____
Dana Loomis, Director

Date: _____

BEHAVIORAL HEALTH:

By: _____
Sharon Sousa, Interim Director

Date: _____

APPROVED AS TO CONTENT:

By: _____
Kevin Goss, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST:

By: _____
Heidi White Clerk, Board of Supervisors

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/2/2022

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, 2022, by and between PLUMAS COUNTY BEHAVIORAL HEALTH, a political subdivision of the State of California, hereinafter referred to as “Covered Entity”, and PLUMAS COUNTY PUBLIC HEALTH AGENCY, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation

purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such

information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a

finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

	<u>COVERED ENTITY</u>	<u>BUSINESS ASSOCIATE</u>
Name:	<u>Sharon Sousa</u>	<u>Dana Loomis</u>
Title:	<u>Interim Director</u>	<u>Director</u>
Address:	<u>Plumas County Behavioral Health</u> <u>270 County Hospital Road, Ste 109</u> <u>Quincy, CA 95971</u>	<u>Plumas County Public Health Agency</u> <u>270 County Hospital Road, Ste 206</u> <u>Quincy, CA 95971</u>
Signed:	_____	_____
Date:	_____	_____

EXHIBIT A - SCOPE OF WORK

Plumas County Veterans Services Office - Outreach, Referral and Access to Care

This Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering.

Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this targeted population with outreach for increasing awareness of early signs of mental illness and to improve access and linkage to mental health services.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	0
Transition Age Youth (TAY) (16-25)	≤20
Adult (26-59)	≤60
Older Adult (60+)	≤120

Program Activity 1:

Increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by providing outreach, information and education to the Plumas County veteran population.

Program Activity 1A

Deliverable:

Meet 8-12 times per year with organizations serving Plumas County veterans (American Legion, Veterans of Foreign Wars, Elks Lodges), targeting veterans in each community (Chester, Greenville, Quincy and Portola) to inform them of various benefits, supports and programs available to assist them with basic services such as housing, health care, behavioral health services, transportation, supportive services and additional organized events (Veterans Stand Down, Golf Tournaments, Fishing Derby, Kayak Trips, etc.) to meet other veterans. Eight of these meetings will be to host Community Outreach Dinners in each of the four main communities of Plumas County, with one dinner/BBQ held twice a year in each location.

Measurable Outcome:

VA Community Connection. Estimated Plumas County veteran population is 1,851. Outreach will be to an estimated 10-15% of county veterans (~185-277). These meetings will be held on a monthly basis rotating to each of the four main communities.

Data Collection:

Sign in Sheets will be distributed and collected at each meeting. Data on the number of participants will be reported. Presentation Notes to be provided with report. Surveys will be taken during presentations of awareness of specific topics such as PTSD, suicide prevention, access and enrollment to VA Healthcare as well as Vocational Rehabilitation and Employment.

Program Activity 1B

Deliverable:

Conduct community-based outreach to the four Plumas County communities with the intent of connecting veterans to eligible benefits and services that enhance their health care, financial and emotional stability as well as their overall wellness. Once enrolled, veterans will have access to case management, education, job training and other services available through Federal, State and nonprofit Veterans Services.

Measurable Outcome:

Quantitative data will be collected in the following areas: the number of people who receive outreach and education on the various benefits and topics, the estimated number of potential enrollees, the number of people who have been enrolled in various benefits, and the number of printed materials disseminated.

Data Collection:

Information will be collected on the PCVSO Information and Benefits Evaluation Form and reported in the appropriate time frame. Information from the VSO Claims Software (VetPro) will be utilized to track the number of claims for enrollment and their outcomes. The amount of printed materials disseminated will be tracked. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Program Activity 1C

Deliverable:

Develop standard presentations on veterans' benefits, the enrollment process in the VA Health Care System through Reno VAMC, increasing compensation benefits (such as adding dependents to claim, PTSD, MST and suicide awareness or filing additional claims, etc.) as well as descriptions and contact information for local Mental Health and substance abuse services, and other related services. Collect brochures from various agencies (Behavioral Health, PCIRC, Alliance for Workforce Development, etc.) and distribute to veterans at appointments and presentation meetings.

Measurable Outcome:

The number of presentations developed will be tracked. The number of participants served for each presentation, and the number of people who received outreach material will be collected. Surveys will be taken during presentations of specific topics such as PTSD, MST, suicide awareness, and access and enrollment to VA Healthcare. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Data Collection:

Sign in sheets will be distributed and collected at the end of presentation meetings. Data on the number of participants will be reported. The new presentations will be placed in the report. The numbers and descriptions of material distributed will be reported. Survey and demographic data will be reported.

Program Activity 2:

Ensure ongoing Mental Health screening, assessment and referral for every veteran served by the Plumas County Veterans Services Office.

Program Activity 2A

Deliverable:

Ensure that the PCVSO Information and Benefits Evaluation Form is up to date and utilized at the first point of contact with every veteran served. The form will identify self-reported indicators that may indicate the need for a referral to Plumas County Behavioral Health, as well as other services and supports.

Measurable Outcome:

Quality improvement: Staff will update and utilize the Information and Benefits Evaluation form for all intakes, including required MSHA demographic information.

Data Collection:

Demographic information queried in the PCVSO Information and Benefits Evaluation Form (gender, age, reason for visit, depression or other mental illness, etc.) will be de-identified and reported by MHSA demographic category.

Program Activity 2B

Deliverable:

All Veterans Services Division and related Public Health support staff will obtain annual initial or ongoing Mental Health First Aid and/or ASIST training to increase their capacity to identify and assist veterans in crisis, displaying signs of suicidality or other signs of mental illness.

Measurable Outcome:

All staff will complete annual mental health trainings.

Data Collection:

Trainings and their descriptions will be included in annual program reports with certificates of completion (if desired by the State of CA).

Program Activity 2C

Deliverable:

Connect with PCBH (or other appropriate agency) to complete training in administration of screening tools for mental health issues, such as PHQ-2, PHQ-9 and GAD. Provide comprehensive screening at every appointment utilizing documented interview process to connect veterans with access to timely services and supports. PHQ and GAD surveys will be used for helping veterans or their family members to realize and express some of their issues at each of the interviews.

Measurable Outcome:

90% of veterans will fill out a screening survey. Collect the number of veterans who receive screening survey and the number of veterans who receive linkage to mental health services through referral process.

Data Collection:

Report the number of veterans who receive the screening survey and the numbers of veterans who receive linkage to mental health services.

Program Activity 3:

Provide advocacy and care coordination to every veteran, served by the PCVSO, who is identified at risk of experiencing mental illness, substance abuse, risk of suicide, unemployment or incarceration, homelessness, loss of children or any variety of prolonged suffering.

Program Activity 3A

Deliverable:

PCVSO will participate in a joint staff meeting/training session with Plumas County Behavioral Health to determine PCVSO's protocols and procedures for referring veterans to PCBH for services and coordinating shared case management or need for other services.

Measurable Outcome:

Attend one meeting. Meeting minutes. Sign in sheet.

Data Collection:

Report meeting minutes and overview of protocols and procedures.

Program Activity 3B

Deliverable:

Maintain access to covered Health Care by coordinating and scheduling the bi-weekly transportation of Plumas County veterans to the Reno VAMC and maintaining the volunteer driver pool with all the appropriate requirements. The van and fuel costs of the VA Van Service is covered by the VA, but the volunteer coordination, transport scheduling and other operational activities are not funded.

Measurable Outcome:

Maintain Fuel Log, Schedule Log and Volunteer Driver list. Track number of Veterans served.

Data Collection:

Data on Fuel Log, Schedule Log, number of volunteer drivers and number of veterans served will be reported.

Program Activity 3C

Deliverable:

Ensure ALL referrals to PCBH for all veterans/veterans family members will be accomplished through the use of the attached PCBH form and warm hand off. This will reduce the number of missed appointments with PCBH or other counselor. This will improve the continuity of care.

Measurable Outcome:

QI Measure - All veteran referrals will receive a warm hand-off with approved forms.

Data Collection:

Number of referrals with warm hand offs to PCBH will be collected and reported.

Program Activity 3D

Deliverable:

Maintain targeted and limited case management for incarcerated veterans or veterans involved in the criminal justice system. Services will include Reno Health Care enrollment, assistance with application to a Drug/Alcohol Rehabilitation facility in coordination with PCBH or VA Mental Health, communication between veteran and their lawyer, updates to their case, assistance to the family of the veteran with possible VA/County services and ensuring that the proper documentation of Veteran status is filed with the court.

Measurable Outcome:

QI measure – The number of veterans that received cases. The number of veterans that connect to the VA DOJ and Rehabilitation. The number of veterans that get connected to lawyers.

Coordinate information sharing in existing Teleconferencing to VA DOJ.

Maintain integrity of services provided – tracking logs.

Data Collection:

Report the number of veterans that received cases, that connect to Rehabilitation and the number of veterans that get connected to lawyers.

Program Activity 3E

Deliverable:

Provide care coordination, supportive services and advocacy to overcome economic, geographic and other barriers to obtaining or remaining in care/services to at-risk veterans. Work with assigned staff from Probation and Behavioral Health, who are dedicated to the shared clients with PCVSO. Activities to include periodic needs evaluation, referral for clinical services and assistance with support services such as food, housing, clothing and education to help them remain stable both physically and emotionally.

Measurable Outcome:

The PCVSO Information and Benefits Evaluation Form will be utilized to show which resources veterans have been directed.

Data Collection:

Collection of resource referrals the PCVSO Information and Benefits Evaluation Form will be reported each quarter.

Program Activity 4:

Build and maintain ongoing partnerships and collaborative relationships with behavioral health community partners to increase access to mental health services for Plumas County veterans.

Deliverable:

Coordinate with PCBH staff who may provide support and counseling to veterans and their family members who have requested a mental health intake and assessment for determination of services. Veterans services staff will consult with PCBH staff on referral procedures for intake and assessment using department referral forms and releases.

Measurable Outcome:

The Veteran Services staff will make referrals using appropriate PCBH request for services and release of information forms for 100% of veterans requesting referral for a mental health intake and assessment.

Data Collection:

Report number of direct referrals made to PCBH on behalf of veterans and their families who have made a request.

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA funding, with stakeholder approval, and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Che Shannon cshannon@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report

Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

July 1, 2022 – June 30, 2023

Program Category	Description of Cost	Maximum amount:
Personnel	.10 FTE of VSO	\$9,981
	.45 FTE of VSR	\$26,443
	.32 FTE Extra Help	\$11,576
	Total	\$48,000
Outreach dinners/BBQs	Awareness Presentation of Mental Health Services and Veterans Benefits. Eight dinners per year X \$500.00.	\$2,000
Total for Year		\$50,000

96% of the MHSA funding provides personnel support. Most activities are personnel driven. Additional program costs will include two Veterans outreach dinners in each community. The program cost per participant is projected at \$650.00

MHSA funding is used for the portion of personnel not funded by CalVet subvention grant funding, which supports processing VA claims and benefits. Outside of MHSA activities, the Veterans Services Officer and Veterans Services Representative are funded by Veterans Administration and County general funds to file and process claims and related programs and benefits of the VA. However, the program activities are necessary to provide a full array of services and supports for veterans. The MHSA funding covers the costs for activities listed in the Scope of Work.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health for the amounts delineated in this fee schedule within thirty (30) days of receipt:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the agency names, exactly as shown on the MOU;
 - c) Bear the MOU number;
 - d) Identify the expense, billing and/or performance period covered on invoice;
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this MOU under 5. Notices.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Environmental Alternatives to provide Specialty Mental Health Aftercare Therapeutic Services to Medi-Cal beneficiaries; approved as to form by County Counsel.

Recommendation

Background and Discussion

Action:

Attachments:

1. EA Aftercare

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Environmental Alternatives**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

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18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Melody King, Chief Executive Officer
Environmental Alternatives
P.O. Box 3940
Quincy, CA 95971

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party

PCBH2223 EA Aftercare Agreement

hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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CONTRACTOR INITIALS _____

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Environmental Alternatives, a California Corporation

By: _____
Name: Melody King
Title: Chief Executive Officer
Date signed:

By: _____
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Sharon Sousa
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/21/2022

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and ENVIRONMENTAL ALTERNATIVES referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances

from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I))]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

PCBH2223 EA Aftercare Agreement

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

PCBH2223 EA Aftercare Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109
Quincy, California 95971

Signed: _____

Date: _____

BUSINESS ASSOCIATE

Name: Melody King

Title: Chief Executive Officer

Address: P.O. Box 3940
Quincy, California, 95971

Signed: _____

Date: _____

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT A - SCOPE OF WORK

Environmental Alternatives Family Services – Aftercare Therapeutic Services

Contractor will provide services in accordance with the following provisions.

I. SERVICE LOCATIONS:

Services rendered pursuant to this agreement shall be at the following location(s):

- a. **Environmental Alternatives**
350 W. Main Street
Quincy CA 95971

II. PURPOSE:

Provide Specialty Mental Health Services (SMHS) aftercare services to Medi-Cal beneficiaries who have transitioned from Full-Service Partnership (FSP) level of care services to permanent supportive housing as needed.

III. TARGET POPULATION:

The target population for this contract are individuals who have graduated from FSP transitional housing level of care to community-based permanent supportive housing.

- A. The County will provide initial signed approval for service authorization.
- B. All County referred clients will require Utilization Management approval for continued services annually or as needed.

IV. MONITORING:

Contractor shall track and report annually or as noted on the following:

- A. Utilize and provide County with Client Feedback Informed Treatment (FIT) trajectories.
- B. Bi-annual Adult Needs and Strengths (ANSA) and Milestones of Recovery Survey (MORS) completion for each client.
- C. Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.

VII. MEDI-CAL CERTIFICATION AND GOALS:

- A.** Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health (PCBH) to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- B.** Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VIII. SERVICES:

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A. 1810.227. Mental Health Services** "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B. 1810.247. Specialty Mental Health Services** "Specialty Mental Health Services" means: (a) Rehabilitative Mental Health Services, including: (1) Mental health services; (2) Medication support services; (3) Day treatment intensive; (4) Crisis intervention; (b) Targeted Case Management; (c) Psychiatrist Services;

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

- C. 1810.204. Assessment** "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.209. Crisis Intervention "Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.243. Rehabilitation "Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

H. 1810.249. Targeted Case Management "Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

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Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

- I. 1810.250.** Therapy “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of monthly invoices in the fiscal year for which services are delivered.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

- D. Fee Structure:

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic services and administration of the program. These costs will be invoiced at a rate of \$115.00 per hour for case management and \$130.00 for mental health services.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective November 5, 2019.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign the FY 2022/2023 Agreement between Plumas County Behavioral Health and Roundhouse Council to provide resource support to Native American Youth, families, and Elders in Plumas County; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel

Recommendation

Approve and authorize the Board Chair to sign and ratify FY 2022/2023 Memorandum of Understanding between Roundhouse Council and Plumas County Behavioral Health providing supportive services to Plumas County Native American youth, families, and elders. Not to exceed \$50,000.00. The Agreement has been approved as to form by County Counsel

Background and Discussion

The term of this Services Agreement is 7/1/2022-6/30/2023. The purpose of this Agreement is to provide supportive services to Plumas County Native American youth, families, and elders. Approved as to form by County Counsel.

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Board Chair to sign and ratify the Services Agreement between Roundhouse Council and Plumas County Behavioral Health providing supportive services to Plumas County Native Americans.

Attachments:

1. Roundhouse

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Roundhouse Council**, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed fifty thousand dollars (\$50,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California

Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Mary Joseph, Executive Director
Roundhouse Council, Inc.
PO BOX 217
Greenville, CA 95947

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Roundhouse Council, a California non-profit corporation

By: _____
Name: Danny Manning
Title: Chief Executive Officer
Date signed:

By: _____
Name: Lorena Gorbet
Title: Chief Financial Officer
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Sharon Sousa
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/1/2022

_____ COUNTY INITIALS _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and ROUNDHOUSE COUNCIL, referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109
Quincy, California 95971

Signed: _____

Date: _____

BUSINESS ASSOCIATE

Name: Danny Manning

Title: Chief Executive Officer

Address: PO Box 217

Greenville, California, 95947

Signed: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

Roundhouse Council – Native Youth, Family, and Elders Prevention Program

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Youth Activities

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Handgame practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Native-specific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

Wellness Groups

Roundhouse Council will partner with two main facilitators who travel regularly to Indian Valley from out of county. Roundhouse Council's Cultural Coordinator will assist current facilitators during their groups, optimizing the effectiveness of these interactions, measuring attendance and collecting participant demographics, and moderating communication among participants and community members.

Roundhouse Council staff has made connections with other tribes and villages and will invite them to visit and share their knowledge with our students on a one on one basis and in a group setting - these individuals will visit this program site multiple times over to impart generational and tribal knowledge.

Staff will continue to reach out to Native individuals who have experience working with Native youth programs and who would like to offer their knowledge to assist in our current youth programs. The skill level of these facilitators ranges in program knowledge geared towards Native American people and the different ways they interpret and internalize information that pertains to mental, physical and spiritual wellness: White Bison, 12-step programs, *Fatherhood and Motherhood Is Sacred*, Sacred Native Institute's *Healthy Relationships*, and *Tobacco Is Sacred, Drugs and Alcohol Are Not Traditional*, are a few programs these facilitators are trained to provide.

These are family-oriented programs that can be formulated to focus on youth and multi-generational participants. The importance of reaching out to different individuals and inviting them to participate in this program helps to keep the program new for returning participants, while continuing to bring in the facilitators who have already built rapport with them.

Staff has reached out to the local Tribal TANF office in Greenville to partner on creation of wellness-focused groups; this is an opportunity to reach more Native people in the community who may not currently participate in Roundhouse Council programs and will allow Roundhouse facilitators to partner with other Native American educators utilized by the TANF program to create future events and programs designed specifically for Native youth.

Skill Building

Roundhouse facilitators will continue to work with local youth on traditional dance, hand-games, and Native language. These lessons are taught and retaught to assist youth in retaining the cultural curriculum to pass the teachings on to others in their families and communities for those who didn't have this opportunity, and as a legacy for the next generation of Native children. Roundhouse Council will invite additional facilitators to share their unique talents with student participants, such as their ability to make dance regalia. Dance regalia can take years to make: the work that goes into dance regalia is time consuming and tedious. There are many individual pieces that need to be made in order to create a full dance outfit.

Many of these pieces are made with natural materials and need to be treated as live spirits; part of the teachings of making one's own dance *Rigens*, another term for regalia, is that they must make them in a good way, because the emotions one feels while creating the dance Rigens is what one puts into the feathers, requiring the participant to want to feel happy in order for the Rigens to offer up good prayers. Creating one's own dance Rigens also demonstrates the owner's sense of pride in self and teaches patience.

Language Program

There was a time in Native American History when tribes were not allowed to speak their language or practice their religion; practices that were punishable by death. The traditional teachings that RC is able to share with Native youth was passed down by Elders who retained the teaching of prior generations who practiced in fear of what could happen should they get caught. To be able to continue what RC has started with Native youth is a blessing from their Creator and is a solemn responsibility.

Roundhouse Council's Language program was born out of long-held recordings of local Elders who spoke the Maidu Language. Together with these recordings, the Maidu dictionary, and primary sources online and in the Berkeley Archives, RC and its educators have been able to start a language program.

The facilitators have used these recordings and created lesson plans for the Language group. This has been an ongoing learning process for the youth who participate in the Language group. Unfortunately, Maidu is not the first Language of RC participants, and without regular practice by RC's Language group, it will not survive for this and subsequent generations.

Gatherings of Native Americans

Roundhouse Council will plan and host a GONA, or Gathering of Native Americans, each year of the Plan; this is where collaboration and partnerships with other Native programs will be beneficial: during a GONA the need for multiple facilitators is required for the breakout sessions and to assist if needed when the conversation intensifies, for the potential of one-on-one counseling, when needed. Roundhouse Council has observed that many Native adults are not as

willing to participate in weekly groups, but they are willing to participate in occasional functions, such as a GONA, Big Time or Handgame Tournament.

GONAs are intended to provide tools for emotional, spiritual and physical wellness and subject matter can be based around issues that are important to youth, adults and multi-generations.

Big Times are also Gatherings of the people and are an opportunity for Native communities to gather to Dance and Pray for the people. A Big Time will be held for a few hours or many days: some Big Times are just for an opportunity to be social with other groups, while others are spiritual.

Handgame tournaments are a Traditional game that is believed to have been around since the beginning of time. The game has since been modernized and Tournaments now are played for money prizes, while for prior generations, play was for merchandise, such as tools or jewelry.

While Handgame tournaments are incentivized with prizes, the game is deeply rooted in the ritual of play and connected through time singing the same songs. The songs are unique to people's Tribal areas but have been shared along the Handgame Circuit.

GONAs, Big Times, and Handgame Tournaments are traditional ways for Native People to come together to share their common history and culture. These events highlight Tribal commonalities and differences drawing on the strengths that all Tribal people share: the love of their culture and the motivation to preserve it for future generations.

Family Night Dinners and Elder Luncheons

During the next three years, Roundhouse Council will continue to work with students on culturally specific programs focusing on Tribal youth's mental, physical and spiritual wellness. Roundhouse Council will continue to meet the needs of the community by hosting bi-weekly Family Night dinners and monthly Elders' Luncheons.

While these meals help to supplement participating families' monthly food budgets, especially for struggling families who receive county aid, such as food stamps, they provide opportunities for Roundhouse Council leaders to assess wellbeing and to provide outreach when needed.

During family nights, the community members play games, tell stories, watch movies, or just visit. This allows Native families to stretch their monthly food budgets and have a break from cooking. Family night dinners offer a time for families to socialize in a safe and welcoming environment, while participating in activities that focus on harm reduction and are drug and alcohol free.

The Elders' Luncheons serve Elders from Indian Valley and Quincy. This has been a longtime function of Roundhouse Council, and it provides an opportunity for Native Elders to get out of their homes and visit amongst each other. No activities are planned during this time because the Elders would rather chat with each other and socialize about the "good ol' days." Before everyone goes home the staff likes to share program schedules, in case any of the Elders would like to join Language group activities, family night dinners, cultural field trips, or offer to share their lived experience and knowledge during youth wellness groups.

Program Participants and Outcomes

Roundhouse Council anticipates serving a minimum of 20 youth and 20 adults each year during the three-year MHSA program. Proposed outcomes include the following:

- 100% of those participating in Multi-Generational Wellness programs will have an increased knowledge of and connection to Native American culture, traditions, skills and language
- 100% of those participating will have increased connections to supports and linkages to services that may identify early signs of a mental illness, reducing mental health disparities among Native American families and decreasing prolonged suffering, suicide, and school failure
- 100% of those participating will receive timely access to supports and will experience reduced perceptions of stigma and discrimination in seeking and receiving mental health services
- All participants will have an increased sense of connection to family and community

Roundhouse Council will use sign-in sheets to show participation. Participation is voluntary and to have continual participation shows success of the program, along with feedback from the facilitators. Evaluation forms will be filled out by group facilitators to indicate their perceptions of group progress and to indicate when changes or adjustments are required. There will also be check-ins with all participants on a quarterly basis to assess to what extent the participants perceive the groups are progressing and if they are needed.

The Executive Director of Roundhouse Council will be responsible to guide staff in collecting demographic and outcomes data for Plumas County Behavioral Health MHSA Program, including sexual orientation and gender identity information, as age appropriate. The Executive Director will prepare required program and outcomes reports and submit these upon the established timelines of the MHSA Program.

Roundhouse Council regularly seeks federal, state, foundation, and corporate grant funding to support and sustain programming. The agency utilizes grant writing services provided by the Lassen-Plumas-Sierra Community Action Agency as in-kind to their program for development and support of long-term sustainability.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Che Shannon cshannon@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A. The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. Fee Structure:

Program Category	Description of Cost	Projected Amount
Cultural Program Coordinator	0.40 FTE Salary and Benefits	\$12,700.00
Group Facilitator	Girls' youth group, young kids' group	\$9,600.00
Group Facilitator	Language and boys' youth groups	\$14,400.00
Group Facilitator	GONA or Big Time event	\$3,300.00
Supplies	Materials for Rigen making, Beads, Student Craft supplies, Food for participant classes	\$8000.00
Travel	Out of county cultural events – GONAs,	\$2000.00

MHSA2223ROUNDHOUSE

	dances, and Big Time	
Total for FY 22-23		\$50,000.00

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign the Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health to provide resource support to Plumas County Seniors; effective July 1, 2022; Not to exceed \$65,000.00; approved as to form by County Counsel.

Recommendation

Approve and authorize the Board Chair to sign and ratify FY 2022/2023 Memorandum of Understanding between Plumas County Public Health Agency and Plumas County Behavioral Health providing supportive services to Plumas County Seniors. Not to exceed \$65,000.00. The MOU has been approved as to form by County Counsel

Background and Discussion

The term of this Services Agreement is 7/1/2022-6/30/2023. The purpose of this MOU is to provide supportive services to Plumas County Seniors. Approved as to form by County Counsel.

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Board Chair to sign and ratify MOU between Plumas County Public Health Agency and Plumas County Behavioral Health providing supportive services to Plumas County Seniors.

Attachments:

1. PCPHA-Seniors

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between Plumas County Public Health Agency (hereinafter referred to as “Public Health”) and Plumas County Behavioral Health Department (hereinafter referred to as “Behavioral Health”).

The parties agree as follows:

1. **Scope of Work.** Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.
2. **Compensation.** Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed sixty-five thousand dollars (\$65,000.00).
3. **Term.** The term of this MOU commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this MOU. County’s Board of Supervisors hereby ratifies and approves for payment, services provided by Public Health, from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
5. **Notices.** All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

Public Health:

Dana Loomis MSPH, Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

Behavioral Health:

Sharon Sousa, Interim Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: _____
Dana Loomis, MSPH, Director

Date: _____

BEHAVIORAL HEALTH:

By: _____
Sharon Sousa, Interim Director

Date: _____

ATTEST:

By: _____
Heidi White, Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

By: _____
Kevin Goss, Chair
Plumas County Board of Supervisors

Date: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/1/2022

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the Behavioral Health Department referred to herein as Covered Entity ("CE"), and Plumas County Public Health Agency, referred to herein as Business Associate ("BA"), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation

purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such

information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a

finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

	<u>COVERED ENTITY</u>	<u>BUSINESS ASSOCIATE</u>
Name:	<u>Sharon Sousa, LMFT</u>	<u>Dana Loomis, MSPH</u>
Title:	<u>Interim Director</u>	<u>Director</u>
Address:	<u>Plumas County Behavioral Health 270 County Hospital Road, Ste 109 Quincy, CA 95971</u>	<u>Plumas County Public Health Agency 270 County Hospital Road, Ste 206 Quincy, CA 95971</u>
Signed:	_____	_____
Date:	_____	_____

EXHIBIT A - SCOPE OF WORK

Plumas County Public Health Agency – Senior Connections Program

This MHSA-funded prevention program employs strategies of improving timely access to services for underserved populations and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors, screening participants for early signs of depression or other mental illness.

This approach provides staff of Senior Connections the opportunity to quickly identify individuals who may otherwise remain underserved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community in an effort to combat isolation and to improve whole health outcomes through social connection and education.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this underserved population with access and linkage to mental health services, thereby increasing timely access. These activities and strategies will decrease negative outcomes of prolonged suffering that may result from untreated mental illness in homebound seniors.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	
Transition Age Youth (TAY) (16-25)	
Adult (26-59)	
Older Adult (60+)	≤200

Activity 1: Home Visiting & Screening to Isolated Seniors

Visit 100-200 low-mobility individuals in their homes in order to relieve isolation and decrease prolonged suffering of depression, anxiety, or other potential health related issues, broadening access to health and social services, and connecting them to community.

A brief screening tool (PHQ-2) will be administered to assess for depression, and each homebound meal recipient will be asked if they are receiving mental health services. In addition, a brief health history questionnaire including recent ER visits, sleeping and eating habits, living arrangement, and support systems will be provided. As needed, based on these surveys, seniors will be referred for mental health intake and assessment at Plumas County Behavioral Health, their primary care physician, or other access to supports available to meet their needs.

Community Practices or Standard:

Homebound seniors will receive a visit in their residences in order to reduce barriers to receiving help and resources. Low-mobility seniors enrolled for homebound meals will automatically be eligible for enrollment in home visiting.

Evidence-based Standard:

All seniors will receive the PHQ-2 evidence-based questionnaire to screen for depression.

As Related to Mental Health:

Addresses prolong suffering by reducing negative outcomes of isolation, anxiety, depression, and promotes seeking mental and physical health care through referrals, while increase timely access and linkage through partnership with PCBH and primary care providers.

Measures/Performance Indicators:

- Home visit count
- Referral count
- Results of referral follow-up survey

Methods of Collecting Data:

- Intake from Senior Nutrition to determine eligibility
- Brief health history questionnaire
- PHQ-2
- Referral submitted to PCBH or other agency providing mental health services
- Phone or in-person referral follow-up survey
- MHSA demographics forms for participants

Activity 2: Providing Seniors with Education & Help to Access Resources

Promote health maintenance, restorative care, illness prevention, education of chronic illnesses, and functional/self-care independence through newsletter articles, handouts delivered with home visits or meals, and wellness events (i.e. screening events, health education events), including Senior Summit event(s), and promoting/coordinating senior activities in Plumas County.

Promising Practices/Community Practices or Standards:

Provide verbal and written information and resources to participants to access services at their discretion to empower them with knowledge in how to access resources, while still maintaining a supportive and trusted rapport with participants.

As Related to Mental Health:

Addresses prolong suffering by reducing negative outcomes of isolation, anxiety and depression, and providing resources to improve quality of life.

Performance Indicators:

List of materials provided for each client

Follow-up survey on material or event usefulness

Methods of Collecting Data:

Materials usefulness survey by phone or in person
Survey for events held at culmination of event

Activity 3: Plumas County Senior Resource Workgroup & Resource Coordination

Act as catalyst for, and engage directly in, resource coordination within Plumas County Public Health Agency, Plumas County community-based organizations, and involved individuals to utilize and provide support services and resources to the target population.

Promising Practices/Community Practices or Standards:

Utilize current resources or engage stakeholders to find resources for seniors in need.

As Related to Mental Health:

Support through community connections improves the seniors' self-sufficiency and ability to remain in their homes longer, which reduces depression and anxiety and increases their quality of life.

Performance Indicators:

Count of services coordinated by Senior Connections
Count of Workgroup participants

Methods of Collecting Data:

Line items of services provided for seniors
Senior Resource Workgroup meeting agenda
Senior Resource Workgroup meeting minutes

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA Prevention and Early Intervention program funding, with stakeholder approval and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

In a manner and form determined by Behavioral Health based on state reporting requirements, Public Health shall report on program progress to Behavioral Health semi-annually (every six months), and with a final report due no later than July 31 of each program year, that Public Health has satisfactorily completed deliverables or services described in the Scope of Work set forth in Exhibit A.

Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

Program Category	Description of Cost	Not to Exceed:
Personnel	Health Education Specialist at .75 FTE	\$58,250.00
	Health Education Coordinator at .02 FTE	\$2,350.00
Supplies	Phone Service	\$150.00
	Printing (Copier fees)	\$350.00
Travel	In County mileage	\$500.00
	Out of County	\$500.00
Other	Outreach Activities	\$207.00
	ASA Membership	\$293.00
Indirect		\$2,400.00
Total for Year 1		\$65,000.00

The budget is minimal and only consists of personnel, office costs, outreach supplies, travel, and education. All are associated with Activities 1, 2, and 3.

Personnel (.77 FTE): \$60,600.00

Health Education Specialist (.75 FTE): \$58,250.00

The MHSA home visitor provides assessments and referrals, and connects seniors to health services, resources, and the community.

Health Education Coordinator (.02 FTE): \$2,350.00

Office assistance and support in program planning and reporting.

Supplies: \$500.00

Phone Service: \$150

Printing – copier fees \$350

Travel: \$1,000.00

In-County (home visiting & resource coordination): \$500

Out of county (resource coordination and training): \$500

Outreach Activities: \$207

Materials to educate seniors and/or their families in home or at congregate sites about relevant issues that can affect their quality of life and increase their risks of depression and anxiety.

ASA Annual Membership: \$293.00

Membership for staff to receive unlimited education from ASA on important issues for the aging population (Alzheimer's, isolation, caregiver support, co-morbidities, housing, etc.) in order to be an informed support to Senior Connections clients.

Indirect: \$2,400.00

For fiscal support, A87 overhead, and administrative costs.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health for the amounts delineated in this fee schedule within thirty (30) days of receipt:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the agency names, exactly as shown on the MOU;
 - c) Bear the MOU number;
 - d) Identify the expense, billing and/or performance period covered on invoice;
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this MOU under 5. Notices.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign the FY 2022/2023 Services Agreement between Plumas County Behavioral Health and Plumas Unified School District, to meet the increasing need for school-based mental health prevention and early intervention services; effective July 1, 2022; not to exceed \$251,932.00; approved as to form by County Counsel.

Recommendation

Approve and authorize the Board Chair to sign and ratify FY 2022/2023 Services Agreement between Plumas Unified School District and Plumas County Behavioral Health in meeting the increasing need for school-based mental health prevention and early intervention services. Not to exceed \$251,932.00. The Services Agreement has been approved as to form by County Counsel

Background and Discussion

The term of this Services Agreement is 7/1/2022-6/30/2023. The purpose of this Agreement is to provide school-based mental health prevention and early intervention services. Approved as to form by County Counsel.

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Board Chair to sign and ratify Agreement between Plumas Unified School District and Plumas County Behavioral Health in meeting the increasing need for school-based mental health prevention and early intervention services.

Attachments:

1. PUSD

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Unified School District**, a political subdivision of the State of California (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed two hundred fifty-one thousand, nine hundred thirty-two dollars (**\$251,932.00**).
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving ninety (90) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution.

Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- c. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- d. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- e. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

f. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

William Rodrick, Superintendent
Plumas Unified School District
50 Church Street
Quincy, CA 95971

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this

Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. **Conflicts**. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes**
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Plumas Unified School District, a political subdivision of the State of California

By: _____
Name: William Roderick
Title: Superintendent
Date signed:

By: _____
Name: Traci Holt
Title: Governing Board President
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Sharon Sousa
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

Attest:

By: _____
Name: Heidi White
Title: Clerk, Board of Supervisors
Date:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

11/23/2022

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and PLUMAS UNIFIED SCHOOL DISTRICT referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

i. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa
Title: Behavioral Health Interim Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: William Roderick
Title: Superintendent
Address: 50 Church Street
Quincy, California, 95971
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Plumas Unified School District – School-Based Mental Health Services and Multi-Tiered Systems of Support

Over the past six years, Plumas Unified School District (PUSD) and Plumas County Behavioral Health (PCBH) have worked in partnership to create a program born out of innovation to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

In an effort to expand this program's reach and scope to meet increasing need for school-based mental health services, PCBH and PUSD are creating an integrated model of the previously successful school-based program by including school-based Medi-Cal billable mental health services.

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Unified School District for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by PUSD include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow PUSD to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. PUSD Early Intervention supports also include supports for family members of students, provided by or supported through Student Service Coordinators.

Deliverables:

- PUSD will provide PBIS Tier I and Tier II infrastructure practice with fidelity in all communities within the district.
- PUSD will provide a 1.0 FTE Student Services Coordinator in each community with student population at or above 400.

- PUSD will provide a .5 FTE Student Services Coordinator in each community with student population less than 400 as funding allows.
- PUSD will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- PUSD will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- PUSD will provide referral to PCPH for all Tier III individuals for assessment and level of care determination.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

Measurable outcomes:

- PUSD will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. PUSD will be able to report out the number of students referred to services across the district quarterly (see below for collection method).
- PUSD will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams meet once to four times monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- PUSD will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from PUSD at the quarterly reporting periods.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

Data collection methods:

- PUSD will utilize our student database to extract demographic reporting of students served.
- PUSD will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.
- PUSD will report out the number of students within the district receiving Tier II evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.

- PUSD will report out the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.
- PUSD will report out the number of family members of students at risk that are supported by Student Service Coordinators across the district. These numbers will be collected by Student Service Coordinator documentation of daily contacts.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>1000
Transition Age Youth (TAY) (16-25)	>275
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services rendered pursuant to this agreement shall be at the following location(s).

Plumas Unified School District

50 Church Street

Quincy CA 95971

Chester Elementary School

158 Aspen Street, Chester, CA 96020

Greenville Elementary School

Greenville, CA 95947

Quincy Elementary School

175 N. Mill Creek Road, Quincy, CA 95971

246 Alder Street, Quincy, CA 95971

C. Roy Carmichael Elementary School

895 West Street, Portola, CA 96122

Chester Junior/Senior High School

612 First Street, Chester, CA 96020

Greenville Junior/Senior High School

Greenville, CA 95947

Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971

Portola Junior/Senior High School

155 Sixth Avenue, Portola, CA 96122

II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Unified

School District, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

Goal

The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.

These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that PUSD will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

IV. MONITORING

Track and report annually or as noted on the following:

- A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.
- B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- C. Bi-Annual completion of: State Consumer Perception Survey.
- D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. PUSD will be held to the documentation standards that are expected by the Department of Healthcare Services.

V. MEDI-CAL CERTIFICATION AND GOALS:

- A.** Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- B.** Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VI. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A. 1810.227. Mental Health Services** "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B. 1810.204. Assessment** "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- C. 1810.206. Collateral** "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Che Shannon cshannon@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

- D. Fee Structure:

Program Category	Description of Cost	Maximum Amount
Personnel		
1.0 FTE Behavioral Health Specialist – Portola Community	100% salary and benefit cost	\$101,364
1.0 FTE Student Service Coordinator – Quincy Community	100% salary and benefit cost	\$73,852
.5 FTE Student Service	100% salary and benefit cost	\$38,358

Coordinator – Greenville Community		
.5 FTE Student Service Coordinator – Chester Community	100% salary and benefit cost	\$38,358
Other Program Costs – In Kind)		
Supplies	Supplies, materials and incentives for awareness months and PBIS awards	\$12,000
Travel	Some travel may be necessary between communities	\$2,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	\$48,900
Indirect	Administrative oversight of PBIS infrastructure and SSC's, tech support and equipment, fiscal staff support, facilities and maintenance support	\$34,105
Total MHSA for Year 1		\$251,932
PUSD In-Kind Expenditures		\$97,005
Total Program Cost		\$348,937

This fee structure is based on Contractor's operating costs for providing Medi-Cal reimbursable direct mental health services and administration of the program.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective November 5, 2019.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair and Interim Director of Behavioral Health to ratify and sign the Memorandum of Understanding between Plumas County and System Partners, defining collaboratively shared design and delivery of services to children, youth, and families; effective July 1, 2021; approved as to form by County Counsel.

Recommendation

Approve and authorize the Interim Director Sharon Sousa to sign and ratify a Memorandum of Understanding between Plumas County and System Partners regarding the delivery of shared services to children, youth, and families. County Counsel reviewed and approved to form.

Background and Discussion

The term of this MOU is 7/1/2021-6/30/2024. The System Partners seek to ensure that all public programs for children, youth, and families will provide services in a timely, integrated, comprehensive, culturally responsive, evidence-based / best practice manner, regardless of the agency door by which children and families enter. This mission includes an awareness of and a commitment to incorporating foster youth experience and voice into county-level collaborations and partnerships that manage or oversee the delivery of services affecting youth in and out of home care. This MOU has been approved to form by County Counsel

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize Sharon Sousa Behavioral Health Interim Director, to sign the Memorandum of Understanding between Plumas County Behavioral Health and System Partners regarding the delivery of shared services to children, youth, and families.

Attachments:

1. 22-546 FINAL

Plumas County, California
Interagency Child, Youth and Family Services
MEMORANDUM OF UNDERSTANDING

I. PARTIES:

This Memorandum of Understanding (MOU), defining the collaboratively shared design, delivery and management of services to children, youth and families in Plumas County, is entered into by the following parties ("System Partners"):

- Plumas County Probation Department ("Probation")
- Plumas County Child Welfare Services ("CWS")
- Plumas County Behavioral Health ("PCBH")
- Plumas County Office of Education ("PCOE")
- Plumas Crisis Intervention & Resource center ("PCIRC")
- Far Northern Regional Center ("FNRC")

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding between the System Partners regarding delivery of shared services to children, youth and families.

II. VISION:

All adults and families in Plumas County will be self-sufficient in keeping themselves, their children and their families' safe, healthy, at-home, in school/employed, out of trouble and economically stable.

III. MISSION:

The System Partners seek to ensure that all public programs for children, youth and families will provide services in a timely, integrated, comprehensive, culturally responsive, evidence-based/best practice manner, regardless of the agency door by which children, youth and families enter. This mission includes an awareness of and a commitment to incorporate foster youth experience and voice into county level collaborations and partnerships that manage or oversee the delivery of services affecting youth in out of home care.

IV. TERM:

This Agreement shall remain in full force and effect from **July 1, 2021** through **June 30, 2024**. This MOU may be modified only by a written amendment signed by the parties. The Interagency Leadership Team will hold an annual meeting for the purpose of reviewing the implemented Memorandum Of Understanding to discuss and identify concerns, needs and/or additions to the agreement. The Interagency

Leadership Team will determine if the Memorandum Of Understanding requires modifications and agree on the terms of the amendment.

V. PURPOSE:

AB 2083 (Chapter 815, Statutes of 2018) requires each county to develop and implement a memorandum of understanding (MOU) setting forth roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma. The purpose of the MOU is to ensure that children and youth in foster care receive coordinated, timely, and trauma informed services. The agencies do not delegate their legal authority with respect to any core function or power of their agency, office, department or position. The System Partners are not establishing policies that are intended to be averse to any relevant agency-wide policies, rules or agreements. Accordingly, this MOU should be interpreted in light of this intent and purposes.

This MOU seeks to ensure that the Systems Partners' programs and policies reflect a collaborative, team based, coordinated, and integrated delivery of services for children, youth and families. The goal of this MOU is to address systemic barriers to the traditional provision of interagency services. It is the intent of the agency partners to create an integrated plan for services and maintain an administrative team with collaborative authority over the interrelated child welfare, juvenile justice, education, Far Northern Regional Center, developmental services and behavioral health services. The System Partners agree that consistent interdepartmental and interagency leadership is essential to successful collaboration on behalf of youth and families. It is the intent of the System Partners to fully support the structure and processes contained in this MOU and to provide the framework that will guide their operations and the activities, decisions, and direction.

VI. PRINCIPLES:

To promote and provide services, which are community based, outcome-focused, family-centered, strength-based, culturally proficient, comprehensive, and within an integrated delivery of service plan that, to the extent possible, encourages families to use their own resources to resolve problems.

To identify, develop, and maintain service systems consistent with public/private, community based, school-linked and family partnership, that can intervene early and/or prevent problems with at-risk children, youth and families.

To provide services to children, youth and families in the least restrictive, least stigmatizing and community-based settings appropriate to meet their identified needs.

To identify, develop, and monitor coordinated policies, procedures, resources and implementation practices for the benefit of at-risk children, youth and families in Plumas County.

To provide on-going support and direction to each agency and its staff in providing services and resources for at-risk children and families consistent with the Vision, Mission and Principles.

To assure that the voices, experiences and wisdom of foster children, foster youth and their families and/or caregivers are incorporated into the collaborations and partnerships captured by this MOU.

To ensure the appropriate utilization of treatment and rehabilitation services for children, youth and families in conjunction with appropriate court orders while ensuring the safety of the community and public-at-large.

To promote coordinated data collection, data exchange, and filing of documents, including electronic filing between the courts, social services agencies, and other key partners and track data that permits them to measure their performance. The Interagency Leadership Team policy prioritizes information sharing between the courts and partners such that delays in service delivery are minimized.

VII. INTERAGENCY PROCESSES:

The following ten elements are believed to be the primary and necessary components of comprehensive practices for the System Partners.

A. INTERAGENCY LEADERSHIP TEAM (ILT):

The ILT serves as the governing board of this collaborative and will consist of:

- Chief Probation Officer
- Director of Behavioral Health
- Director of Social Services
- The Superintendent of the County Office of Education or Designee
- Crisis Intervention & Resource Center
- Chief Student Services Officer-Feather River College
- Executive Director of Far Northern Regional Center or Designee

The ILT shall select a Chair who will lead the ILT meetings and processes while membership of the ILT is established per above, designated other experienced staff members or other senior managers from System Partners or other involved agencies, tribal partners or identified contractors may also attend ILT meetings to support the ILT members. The ILT System Partners will attend all meetings and planning sessions necessary to mutually carry out their shared approach.

The role and responsibilities of each member of the ILT are as follows:

Management, Administration and Service Delivery:

1. Direct management and operation of the Plumas County Integrated Children's System of Care.
2. The ILT members will utilize a shared decision making process for all programs and services identified by the system partners. Consensus will be the preferable model; however, if consensus cannot be reached, decisions may be made by a simple majority vote of the ILT members.

Policy Development, Coordination and Monitoring as a full System of Care:

1. Make recommendations regarding submission, preparation and coordination of grant applications and grant deliverables.
2. Review and, as necessary, recommend program direction for applicable community partners or providers.
3. Coordinate and develop additional agreements or MOUs, as necessary, to assist in program coordination and problem solving.
4. Work with community agencies to ensure collaborative and integrated strategies are utilized and to promote and utilize strength-based, family-focused practice on a systems-wide basis.
5. The Interagency Leadership Team agrees to work collaboratively to review and approve Letters of Support/requests from providers to become Short Term Residential Therapeutic Programs providers, and to do so in a timely manner.

B. INTERAGENCY PLACEMENT COMMITTEE (IPC):

System Partner managers or other qualified staff will jointly convene and administer an IPC, as required by state law. The IPC will conduct the following activities in pursuit of the shared goals of this MOU:

- Review Challenging Youth and Family Service Plans
- Review Requests for Short Term Residential Therapeutic Programs and/or Out-of-State Placement
- Review Cases in which a youth has been in Short Term Residential Therapeutic Programs or other Congregate Care Setting longer than six months and every six months, thereafter.
- Provide the Interagency Leadership Team with quarterly reports to include Quality Improvement on Service/Systems, need for new or redesigned service delivery, areas for improvement, and on the status of implementation of the agency's Integrated Core Practice Model.

Attachment 1 sets forth a matrix of System Partner Responsibilities.

Decisions/Recommendations by the IPC will become the recommendations of the responsible department, division or unit of the agency partner which referred the youth placing agency. Any involved staff member associated with the youth's care who disagrees with the IPC recommended action may raise an objection to the recommended action or may advocate for a different action through the use of the Appeal process as outlined herein.

IPC Case Specific Appeals:

Appeals of the child/youth/family or case specific IPC recommendations/decisions will be made via the following; immediately following the IPC meeting or, if not possible, within two working days.

- The staff member wishing to appeal the IPC recommendation(s) will notify their respective manager/IPC representative. Staff will complete a brief memo describing what the desired action was, the reason(s) for it, and will attach the decision letter to the appeal memo. The manager/IPC representative will add additional remarks reflecting the factors that the IPC considered when making its recommendation(s).
- The IPC representative will forward the appeal to the Probation Deputy Chief, Social Services Deputy Director, and the BH Director within 24 hours. The Deputies will review the appeal and decide if the appeal has merit. They may recommend a new IPC meeting be held to review the case further, they may confirm the IPC decision or change the IPC decision.
- When a staff member wishes to appeal an IPC related 241.1 recommendation, the appeal should only be considered prior to the memo being filed with the court. Once the memo is filed with the court, no appeal may be made.
- If an appeal is made and cannot be resolved between the senior staff as outlined above, the ILT will review the appeal and invite stakeholders to present information, as necessary. The ILT will meet and hold a hearing on the appeal. The decision of the ILT will be made by majority vote. The decision of the ILT will be final. All staff will accept and follow the decision of the ILT as their recommendation to the court.

To provide written notices to providers regarding the approval or disapproval of placement and recommendations for level of care that are appropriate to meet the needs of the child or youth.

C. SCREENING, ASSESSMENT AND ENTRY TO CARE

In order to enhance unified service planning, reduce impact on youth and caregivers, and reduce administrative costs to partners, agencies will use an integrated assessment and access to care service as defined herein, coordinated by Social Services.

Plumas County uses a shared assessment process. System Partners have agreed to the use of the Child And Adolescent Needs and Strengths (CANS) in each

applicable program, and to share those assessment outcomes and processes to facilitate care coordination and reduce child, youth and family impact.

Furthermore, for youth in multiple service sectors, agency partners have developed a sharing of client-related information such that assessment and planning documents may be accessed by service personnel assigned and within the scope of their duties.

D. CHILD AND FAMILY TEAMING AND UNIFIED SERVICE PLANNING

System Partners provide a single, unified teaming process for all children and youth in care. In order to maximize planning and family engagement, a single Child and Family Team (CFT) process is used. Typically, the agency with legal jurisdiction will convene and document CFT outcomes. The CFT meetings will be coordinated according to the lead agency's policy and procedures. CFT meeting policy and procedures from the lead agencies are attached and incorporated into this MOU.

If a child or youth is receiving Full Service Partnership WRAP services, the provider will convene and document the CFT.

Of particular interest to partners is the coordination of mental health care and educational services for youth in the foster care system. Accordingly, partners agree to develop policy to enact the following:

- Facilitating prompt mental health referrals and assessments.
- Facilitating the development of a treatment plan and prompt delivery of mental health services.
- Ensuring participation of an individual from the local educational agency (LEA) who is knowledgeable about the child and able to provide feedback on significant relationships that the student may have formed at the school such as a teacher, counselor, coach or other meaningful person in the student's life and how changing schools would impact his or her academic, social, or emotional well-being.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within or between LEAs.
- Facilitating immediate enrollment for students in foster care who enter a school within a LEA.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within a LEA.
- Ensuring that students in foster care are promptly enrolled in a LEA's free lunch program.
- Ensuring that the school and LEA waive all school fees for students in out-of-home placement, including but not limited to: any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.
- Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), and other privacy laws and policies.

- Coordinating necessary transportation for students as described in this Agreement, including through development of any LEA policies or practices necessary to implement these procedures.

E. SCHOOL STABILITY AND SCHOOL-OF-ORIGIN TRANSPORTATION PLAN

Federal law (ESSA) requires that child welfare agencies and school districts develop a joint plan to ensure that transportation is available when it is in a student's best interest to remain in their school of origin after a change in placement.

To comply with ESSA and improve school stability for students in foster care, agency partners agree to develop joint policies/procedures to ensure that: (1) districts and schools receive notice within one day of any decision by the child welfare agency to change a student's placement (and whenever feasible, before the placement change occurs);

(2) agency partners work with the student's education rights holder to promptly make the best-interests determination; (3) students have transportation to their school of origin while the best-interests determination is pending, and pending resolution of any dispute regarding school-of-origin rights; and (4) if it is determined to be in the student's best interest to remain in their school of origin, transportation is provided by the child welfare agency (e.g. through caregiver reimbursement or public bus passes), by the school district (e.g. by using or modifying an existing bus route); or jointly (e.g. by sharing the costs of transportation).

F. IMPLEMENTATION OF INTEGRATED CORE PRACTICE MODEL

Partner agencies agree to mutually use the principles, values, and practices in their interactions with children, youth and families, with one another, and with contractors and county System Partners.

G. RECRUITMENT AND MANAGEMENT OF RESOURCE FAMILIES AND DELIVERY OF THERAPEUTIC FOSTER CARE (TFC)

System Partners agree to use collaborative, uniform and consistent efforts to recruit, train and support professional Resource Family caregivers in order to foster safe, permanent and healthy out-of-home placements when necessary. While Social Services and Probation Department agencies have legal obligations and responsibilities to assure Resource Family Home availability is present, the county Behavioral Health Department has a parallel responsibility to assure adequate capacity for, and oversight of Specialty Mental Health Services are present to support children, youth and their caregivers.

To that end, System Partners agree to share necessary information and processes required to support recruitment and retention efforts including, but not limited to, joint review of STRTP and Foster Family Agency (FFA) Program Statements and

applications, joint investigation of complaints or grievances, joint drafting and execution of contracts with providers, and jointly delivering technical assistance and oversight, including on-site reviews of programs and services. System Partners will collaborate to recruit, train and implement TFC in Plumas County.

See element H below for additional detail.

H. INFORMATION AND DATA SHARING

Plumas County has and maintains an agreement with the state Department of Social Services to share client specific information in order to foster timely and appropriate care and to share in the state's pursuit of outcomes that inform improved services to youth served by its systems.

System Partners agree, to the fullest extent allowed by law, consistent with Welfare and Institutions Code section 827, to share necessary and relevant client specific information in order to conduct treatment, coordinate care and assure the highest quality care is available to youth and caregivers. This includes use of a single, uniform Release of Information (ROI) form.

System Partners acknowledge that Plumas County Social Services is authorized to disclose information to the Medicaid (Medi-Cal) agency for purposes directly related to the administration of either program (42 United States Code (U.S.C.) § 671(a)(8)(A). Medi-Cal funded providers are likewise authorized to disclose information to Social Services for purposes directly related to the administration of the Medi-Cal program. "Directly related" includes determining the amount of medical assistance and providing services for recipients. (42 U.S.C. § 1396(a)(7); 42 C.F.R. § 421.302 (2009).

I. QUALITY MANAGEMENT AND PROVIDER OVERSIGHT

System Partner agencies have many required and varied responsibilities relative to tracking, monitoring, evaluating and reporting its services to state agencies, and additional responsibilities for evaluation of contractors and vendors. While these requirements have many unique forms and processes, there are critical areas where System Partner's shared goals may be enhanced and where cost savings may be realized.

To that end, System Partners agree to identify where System Improvement, Child Family Services Review, Case Review, External Quality Review Organization (EQRO), Local Accountability Plans, Triennial MHP Review, Juvenile Justice Commission will be coordinated and resources and processes shared via this MOU.

J. STAFF RECRUITMENT, TRAINING AND COACHING

System Partners acknowledge the value of having highly trained and competent staff teams. In order to assure that social workers, probation officers, therapists, doctors,

clinicians, support and administrative personnel are fully prepared to deliver the seamless and integrated services as outlined in this agreement, partners agree to coordinate the recruitment, training and coaching of staff.

The ILT members agree to the sharing of or joint delivery of Performance Evaluation and supervision of certain key managers and supervisors with the system partnership. The ILT Administrator will coordinate these joint Performance Review processes. These evaluations will then be forwarded to the appropriate Appointing Authority for use, as appropriate, in the employee's formal performance evaluation.

Training or in-service content which may be of value to System Partner staff or other key partners will be planned and delivered via joint process. Financial training resources will be used in the most flexible and adaptable manner possible to facilitate the cross training and preparation of team members.

K. FINANCIAL RESOURCES/MANAGEMENT

System Partners hold a shared commitment to inform each other about available funding, State and Federal revenues including on-going funding, one-time funding opportunities, revenue enhancements and Request for Proposals (RFP), and grant opportunities for programs and services for children, youth and families. System Partners agree to leverage the identified, existing financial resources to provide needs, services and supports to children, youth and their families.

Funding may consist of federal, state, local, or private resources within the discretion of the Systems Partners, and will be sought or applied for, planned, monitored and distributed according to joint decisions of the ILT. Funding decisions subject to approval by the governing body of each partner agency will be brought to those governing bodies with a recommendation to approve the joint decision of this ILT.

L. DISPUTE RESOLUTION MECHANISM:

While ILT member agencies and leaders will utilize a shared decision making process for all programs and services identified by the system partners, challenges and disagreements will be present, sometimes based in conflicting policy, guidance, or in differing opinions as to what services are needed in a particular case. System Partners will attempt in good faith to resolve any dispute or disagreement arising out of this MOU. *For case-specific disputes associated with a CFT or IPC process, the agencies will use the process outlined in element "B" above.*

For other types of disputes, typically associated with policy, direction, sharing of resources, strategy or related cross agency issues, Directors, Chiefs and Department Heads will seek to settle relevant disputes by focusing on the shared vision, values and practices of this agreement and with acknowledgement that youth and family members generally are unaware of and have no particular interest in consideration of which agency is more or less responsible for their care.

Consensus will be the preferable model; however, if consensus cannot be reached, decisions may be made by a simple majority vote of the System Partners.

In some cases, referral to an expert may assist the parties. The County Executive Office or Board of Supervisor's staff may be of assistance. Other informal arbitration resources may include the presiding judge of the juvenile court.

Performance to Continue During Dispute

Performance of this MOU shall continue during any necessary dispute proceeding or any other dispute resolution mechanism. No payment due or payable by the any System Partner shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

VIII. MUTUAL HOLD HARMLESS PROVISION:

Each of the governmental entities signing this MOU ("Signatories") agree that each will be responsible for its own acts and omissions, be responsible for the acts and omissions of its employees, officers, and officials ("Employees"), and shall not be responsible for the acts or omissions of the other Signatories or the other Signatory's Employees. These obligations relate to any and all claims, lawsuits, actions, or special proceedings, whether judicial or administrative in nature, and include any loss, liability, or expense, including reasonable attorney's fees, relating to this MOU ("Claims"). Each Signatory agrees to defend, indemnify, and hold harmless the other Signatory's and their Employees against any such Claim ("Right of Indemnity").

Employees of each Signator shall not be considered employees or joint employees of the other Signators for purposes of workers' compensation, common law employment or statutory employment obligations or benefits.

Where a Signatory or its Employee is named as a party to a Claim, the Signatory agrees, on behalf of itself and its insurers or other insurer-like entities, not to cross complain or otherwise seek subrogation, indemnity or contribution against the other Signatory or their Employees, except to the extent agreed to herein. If an insurer or other insurer-like entity takes any action in contravention of this provision, such action will not form the basis for a Right of Indemnity between the Signators.

Plumas County Social Services

Neal Caiazzo

Director of
Social Services

Name

Title

Signature

Date**Plumas County Behavioral Health**

Sharon Sousa

Interim Director of
Behavioral Health

Name

Title

Signature

Date**Plumas County Probation Department**

Keevin Allred

Chief Probation
Officer

Name

Title

Signature

Date**Plumas County Office of Education**

William Roderick

PCOE/PUSD
Superintendent

Name

Title

Signature

Date**Plumas Crisis Intervention & Resource Center**

Scott McCallum

Executive Director

Name

Title

Signature

Date

Far Northern Regional Center

Melissa Gruhler **Executive Director**

Name	Title	Signature	Date
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Plumas County Board of Supervisors

Kevin Goss Board Chair
Name Title Signature Date

Attest:

Heidi White Clerk of the Board _____
Name Title Signature Date

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

ATTACHMENT 1

Task	Social Services Agency	Probation Department	Behavioral/Mental Health Dept.	Plumas County Office of Education	Parents, Providers, Tribal Partners
Membership/Attendance	Manager attends as a standing member	Manager attends as a standing member	Manager attends as a standing member	Manager attends as a standing member	Attends as applicable per individual child/youth needs
Wraparound Placement	Placing Agency	Placing Agency	Authorizes SMHS	Placing Agency	Parent/Caregiver must accept placement support
ISFC Approval	Placing Agency	Placing Agency	Authorizes SMHS	Informs applicable LEA if student transfers districts	Parent/Caregiver must accept placement support
RCL 13/14 Certification	Placing Agency	Placing Agency	MHP Licensed Clinician Signs Certification Authorizes SMHS	Placing Agency Informs applicable LEA if student transfers districts	Attends as applicable per individual child/youth needs
Out of State Placement Approval	Placing Agency	Placing Agency		Education placement does not require IPC approval	Attends as applicable per individual child/youth needs
STRTP Placement Approval	Placing Agency	Placing Agency	MHP Licensed Clinician signs approval Authorizes SMHS	Placing Agency Informs applicable LEA if student transfers districts	Attends as applicable per individual child/youth needs
WIC 241.1(a)—Dual Jurisdiction recommendation to Court	May request recommendation	May request recommendation			Attends as applicable per individual child/youth needs
Case review and services authorization and/or recommendations for: Children/youth/families with multiple needs, with no clear remedy Jurisdiction—when service need exceeds one agency capacity	May request review	May request review	May request review Authorizes SMHS	May request review	Attends as applicable per individual child/youth needs

Interagency Services to Children, Youth, and Families Identification of Applicable Programs

COUNTY OFFICE OF EDUCATION OR EDUCATIONAL AUTHORITY:

- Foster Youth Services School Attendance Review Board/School Attendance Mediation Programs
- Youth Suicide Intervention/Prevention Training and Protocols
- School Based Prevention/Early Intervention Programs
- Positive Behavior Intervention and Support Training and Support
- Multi-Tier Systems development for school and community wellness

BEHAVIORAL HEALTH DEPARTMENT

- Children's Mental Health Services - Assessment, Triage and Medication management, Outpatient, Inpatient, Therapeutic Behavioral Services
- Full Service Partnership (FSP)/Wraparound Program
- Perinatal Substance Abuse Programs
- Substance Abuse Prevention and Treatment Services

PROBATION:

- Juvenile Diversion Services
- Intensive Services Caseload (ISC)
- Juvenile, School and Probation Officers
- Juvenile Detention Facility Mental Health Services
- Probation Family Preservation
- Juvenile Justice and Crime Prevention Programs
- Placement Services
- Extended Foster Care (AB12)
- Child and Family Team meetings
- Supervision and case planning
- Independent Living Skills Plan (ILP) and Transitional Independent Living Skills Plan (TILP)
- Approval of Supervised Independent Living Plans (SILP)
- Transitional housing placement and support (THP-Plus)
- Family Finding Services

SOCIAL SERVICES:

- Family and Children's Services Emergency Response, Information & Referral, Child Welfare Services: Adoptions and Guardianship, Foster Care
- Children's Mental Health Services - Assessment, Triage and Medication management, Outpatient, Inpatient, Therapeutic Behavioral Services
- Resource Family Approval, Recruitment and Approval
- Substance Abuse Prevention and Treatment Services
- Dependency Drug Court

- Perinatal Substance Abuse Programs
- CHDP Health Education Passports
- Wraparound Services
- Supervised Visitation and Transportation
- Independent Living Program (ILP)
- Extended Foster Care (AB12)
- Transitional Housing Placement and Support Programs (THP-Plus)
- Promoting Safe and Stable Families (PSSF)
- Children's Trust Fund
- Kinship Support Services
- Housing Assistance (Housing Support Program, Bringing Families Home)
- Family Stabilization

PLUMAS CRISIS INTERVENTION & RESOURCE CENTER:

- 24/7 Plumas/Sierra Crisis Line & Emergency Services
- Crisis Services /Family Resource Center Services
- Ohana House Emergency & Transitional Shelter
- Plumas SAFE-Sexual Assault Freedom & Education (SART response, counseling, advocacy)
- Plumas Court Appointed Special Advocate Program (CASA)
- Plumas County Warm Hand-Off Program for transitioning offenders
- CalWork's Housing Program
- Pathways Home (a housing-first model for transitioning offenders)
- Emergency Utility Assistance Program
- Grief Recovery Method Counseling (7-week series)
- Mac Homeless & Housing Programs
- Assistance with Medi-Cal/CalFresh/Benefits applications
- Ohana House Food Pantry
- Intensive Case Management / Peer Counseling

Scope of Interagency Policy Development, Coordination and Monitoring of Programs

COUNTY OFFICE OF EDUCATION:

- Juvenile Court Schools and County Community Schools
- COE Prevention Services
- COE/CalWORKs Children's Services
- District School Based - School Linked Services

PROBATION:

- Juvenile Ward Health Care Services to Juvenile Detention Facility and other programs
- Out-of- Home Delinquency Placement Function

HEALTH AND HUMAN SERVICES:

- Community Health Substance Abuse Prevention Programs
- Multi-Disciplinary Interview Center (MDIC) (District Attorney)
- Mental Health Services Act

COURT PROGRAMS:

- Juvenile Court Programs
- Court Improvements
- Mediation Programs

OTHERS:

- Court Appointed Child Advocates
- Child Abuse Prevention Councils

ILT Team Other Connections; Providing Guidance, Advice and Input Only

- Various School Based School Linked Service Programs
- School Resource Officers
- Family Resource Centers
- Family Law Mediation and STEP Programs
- Child Abuse Prevention Council Stakeholders Process
- First Five Commission/Projects
- Youth Commission



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to ratify and sign a 3-year Service Agreement between Plumas County Behavioral Health and Smile Business Products, Inc., for copy machine leases and maintenance; effective June 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.

Recommendation

Approve and authorize the Board Chair to sign and ratify a 3-year Service Agreement between Plumas County Behavioral Health and Smile Business Products, Inc., for copy machine leases and maintenance; effective June 1, 2022; not to exceed \$50,000.00 approved as to form by County Counsel.

Background and Discussion

The term of this Service Agreement is 6/1/22-5/31/2025. Smile Business Products to lease and provide maintenance of 4 Sharp full color and 1 black and white printers located in the Behavioral Health offices. The agreement has been approved as to form by County Counsel

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Board Chair to sign and ratify the Service Agreement with Smile Business Products.

Attachments:

1. SMILE

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Smile Business Products, Inc., a California Corporation. (Hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000.00.
3. The term of this Agreement commences June 1, 2022, and shall remain in effect through May 31, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from June 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Smile Business Products, Inc
4525 Auburn Blvd.
Sacramento, CA 95841
Attention: Kimberly Bragado, GEM Billing Lead

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Smile Business Products, Inc., a CA Corporation

By: _____

Name: Joseph Reeves

Title: CEO/CFO

Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

12/1/2022

_____ COUNTY INITIALS

EXHIBIT A
SCOPE OF SERVICES

1. Great America Financial Services will serve as the leasing entity. Contractor will lease to Behavioral Health 4-Sharp BP-70C31 Full color MFPs, 1-Sharp B350P Black and White Printer and related parts and equipment (the Covered Equipment) machines will be located at the following addresses:

Plumas County Behavioral Health 270 County Hospital Road, Quincy, CA 95971
1-Sharp BP-70C31 Full color MFP

Quincy Wellness Center 455 Main Street Quincy, CA 95971
1-Sharp BP-70C31 Full color MFP and 1-Sharp B350P Black and White Printer
1-Sharp B350P Black and White Printer

Chester Wellness Center 372 Main Street Chester, CA 96020
1-Sharp BP-70C31 Full color MFP

Portola Wellness Center 280 E. Sierra Portola, CA 96122
1-Sharp BP-70C31 Full color MFP

2. Materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, all toners, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 am through 5:00 pm), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.

6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B
SCHEDULE OF FEES

1. County will pay 517.92 per month to lease five copiers as outlined in Exhibit A. Additionally, County will pay \$284 per month for monthly maintenance service at the four locations. The fifth copy machine MX-B350P located at 455 Main Street Quincy, Ca 95971 is billed separately at \$19.95 per month for monthly maintenance.
2. The minimum total monthly for this contract is 821.92 plus taxes.
3. County shall pay an additional .0096 plus applicable taxes for every black and white copy made in excess of 6,000 per month plus .06220 for every color made in excess of 3,000 per month plus applicable tax to be added to the invoice.
4. Contractor shall read the image meter monthly and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rate. Such services and repairs shall be charged at Contractors then-current rates parts and labor.
8. When the covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates and shall instead be charged at Contractor's then current rates for such service calls.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to sign Addendum Number Two to the Memorandum of Understanding between the County of Plumas and the California Health and Wellness Plan (CHWP), setting out specific guidance supporting data sharing between healthcare providers and other public agencies; approved as to form by County Counsel.

Recommendation

Approve and authorize the Behavioral Health Interim Director to sign Addendum Number Two to the Memorandum between the County of Plumas and the California Health and Wellness Plan.

Background and Discussion

The Department of Health Care Services issued CalAim Data sharing guidelines dated March 2022 setting out specific guidance supporting data sharing between healthcare providers and other public agencies. This Addendum Number Two has been approved to form by County Counsel.

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Interim Director to sign Addendum number Two between Plumas County and California Health and Wellness.

Attachments:

1. CH&W #2

ADDENDUM NUMBER TWO

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PLUMAS
AND
CALIFORNIA HEALTH AND WELLNESS PLAN

This Addendum is made and entered into as of this ____ day of _____ 2022, by and between the Plumas Department of Behavioral Health (hereinafter, referred to as "MHP"), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness Plan (hereinafter, referred to as "CHWP").

WHEREAS, CHWP and the County of Plumas are parties to a Memorandum of Understanding (the "**MOU**") dated July 1, 2018.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM (<https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf>).

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is an incentive payment program to support Mental Health Plans (MHP), Drug Medi-Cal State Plans (DMC) and Drug Medi-Cal Organized Delivery Systems (DMC-ODS) as they prepare for changes in the CalAIM initiative and other approved administration priorities.

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is focused on implementation of payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Attachment A., Section Six (6.), EXCHANGE OF PROTECTED HEALTH INFORMATION/DATA EXCHANGE shall be updated to include the following new language as bullet number five (5.) on both sides of the Matrix of Responsibilities to be consistent with the guidance of the CalAIM Data Sharing Guidance and the Behavioral Health Quality Improvement Program (BHQIP). To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing and BHQIP Guidance, the CalAIM Data Sharing and BHQIP Improvement Program (BHQIP) Authorization Guidance shall control:

CATEGORY	MHP	CHWP
6. Exchange of Protected Health Information / Data Exchange	<ol style="list-style-type: none"> 1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq. • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)* 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational, or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines. 5. The parties shall enter into a Data Sharing agreement for the specific purpose of supporting the DHCS BHQIP. 	<ol style="list-style-type: none"> 1. CHWP will comply with applicable portions of <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq. • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)* 2. MHP will train all members of CHWP workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. CHWP will encrypt any data transmitted via email containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies. 4. CHWP will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. 5. The parties shall enter into a Data Sharing agreement for the specific purpose of supporting the DHCS BHQIP.

2. Capitalized terms used in this Addendum and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth beneath their respective signatures and this Addendum shall be effective immediately upon execution.

California Health and Wellness:

Signature: _____

Print Name: Martha Santana-Chin

Title: Medicare and Medi-Cal President

Date: _____

County of Plumas:

Signature: _____

Print Name: Sharon Sousa

Title: Interim Director Plumas County Behavioral Health

Date: _____

Signature: _____

Print Name: Kevin Goss

Title: Chair – Plumas County Board of Supervisors

Date: _____

Attest:

Signature: _____

Print Name: Heidi White

Title: Plumas County Board Clerk

Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

12/2/2022



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize Chair to sign and ratify an Agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for the Claremont Planning Project effective January 1, 2022; not to exceed \$108,047.00; approved as to form by County Counsel.

Recommendation

Approve and authorize Chair to ratify and sign agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for the Claremont Planning Project effective January 1, 2022.

Background and Discussion

Sierra Buttes Trail Stewardship (SBTS) is a non-profit agency working in Plumas County in tandem with the US Forest Service and CA OHV. Plumas County is the grant administrator for SBTS. This contract is for the planning phase to evaluate existing system and non-system OHV trails on Claremont Peak and the surrounding area in order to add approximately 40 miles of Forest Service system OHV trails to the area.

Action:

Approve and authorize Chair to ratify and sign agreement between Plumas County Facility Services and Sierra Buttes Trail Stewardship for the Claremont Planning Project.

Attachments:

1. 20221202111159

Master Agreement
For the
Claremont Planning Project (G19-03-84-P01)

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facilities Services** (hereinafter referred to as "County"), and **Sierra Buttes Trail Stewardship**, a California non-profit corporation (hereinafter referred to as "Project Partner").

The parties agree as follows:

1. **Scope of Work.** Project Partner shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Project Partner for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Project Partner under this Agreement shall not exceed **One Hundred Eight Thousand Forty Seven dollars and 00/100 (\$108,047.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be January 1, 2022. All work, except for reporting and invoicing, shall be completed by no later than December 31, 2023, subject to adjustment as stated in Sections 15 and 16. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Sierra Buttes Trail Stewardship for January 1, 2022 to date of approval of this agreement.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Project Partner, if Project Partner (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Project Partner and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Project Partner, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Project Partner shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Project Partner, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Project Partner shall

COUNTY INITIALS
INITIALS

PROJECT PARTNER

pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Project Partner the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Project Partner by reason of such termination.
- d. By Project Partner. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Project Partner may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Project Partner for any Work performed prior to termination as well as the costs incurred by Project Partner by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Project Partner in writing to stop performing the Work until Project Partner corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Project Partner does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Project Partner shall supervise and direct the Work, using Project Partner's best skill and attention. Project Partner shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Project Partner shall furnish in writing to the County the names of any subcontractors or suppliers Project Partner intends to engage in performance of the Work. Project Partner shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Project Partner shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Project Partner shall enforce strict discipline and good order among Project Partner's employees and other persons performing the Work. Project Partner shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Project Partner warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this

Agreement. Project Partner shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Project Partner fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Project Partner shall pay the cost of such correction to the County within fifteen (15) days of Project Partner's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. **Taxes.** Project Partner shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Project Partner under this Agreement.
10. **Permits and Fees.** Project Partner shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Project Partner with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. **Legal Notices.** Project Partner shall comply with any notices issued by any government agencies having jurisdiction over the Work. Project Partner shall give any notices required by any government agencies having jurisdiction over the Work. If Project Partner performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Project Partner shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. **Use of Site.** Project Partner shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. **Cutting and Patching.** Project Partner shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. **Clean Up.** Project Partner shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Project Partner shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. **Changes in the Work.** The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Project Partner.
16. **Delays in Performance.** If Project Partner is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Project Partner's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. **Protection of Persons and Property.** Project Partner shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Project Partner shall take reasonable precautions to prevent damage, injury, or loss to employees performing the

Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Project Partner shall promptly remedy damage and loss to property caused in whole or in part by Project Partner, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Project Partner shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Project Partner shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Project Partner and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Project Partners, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Project Partners. Proposal and Contract" shall be posted by Project Partner at a prominent place at the site of the work.
20. Legal Compliance. Project Partner agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Project Partner shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ("Claims")), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Project Partner or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Project Partner shall have no obligation to defend

or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Project Partner agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Project Partner, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Project Partner's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Project Partner's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Project Partner's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Project Partner carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County

before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Project Partner shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Project Partner shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Project Partner shall verify subcontractor's compliance.

24. **Licenses and Permits.** Project Partner represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Project Partner to practice its profession and to perform its duties and obligations under this Agreement. Project Partner represents and warrants to County that Project Partner shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Project Partner or its principals to practice its professions and to perform its duties and obligations under this Agreement.
25. **Relationship of Parties.** It is understood that Project Partner is not acting hereunder as an employee of the County, but solely as an independent contractor. Project Partner, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Project Partner has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Project Partner and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Project Partner shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Project Partner and its officers, agents, and employees.
26. **Assignment.** Project Partner may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. **Non-discrimination.** Project Partner agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. **Choice of Law.** The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Project Partner, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Project Partner represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Project Partner.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Dept. of Facility Services
198 Andy's Way
Quincy, CA 95971
Attention: JD Moore, Director

Project Partner:

Sierra Buttes Trail Stewardship 550 Crescent St.

Quincy CA 95971
Attention: Greg Williams, CEO

37. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. **Contract Execution.** Each individual executing this Agreement on behalf of Project Partner represents that he or she is fully authorized to execute and deliver this Agreement.
39. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Project Partner is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
40. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Project Partner is required to verify that none of the Project Partner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Project Partner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Project Partner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Project Partner agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Project Partner or furnish any other consideration under this Agreement and Project Partner shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Project Partner to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Project Partner acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

PROJECT PARTNER:

Sierra Buttes Trail Stewardship,
a California non-profit corporation

By: _____
Name: Greg Williams
Title: Executive Director
Date: _____

By: _____
Name: Kyla Pascucci
Title: Secretary
Date: _____

COUNTY:

County of Plumas, a political subdivision of
the State of California

By: _____
Name: Kevin Goss
Title: Board of Supervisors
Date: _____

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/1/2022

_____ COUNTY INITIALS
INITIALS _____

EXHIBIT A

Scope of Work

1. The Claremont project will evaluate existing system and non-system OHV trails on Claremont Peak and the surrounding area, in order to add approximately 40 miles of Forest Service system OHV trails to the area. The goal of this new trail development is to provide connectivity between the communities of Meadow Valley, Quincy and LaPorte Road and connect to existing infrastructure including campgrounds. Additionally, this trail system will provide new and expanded opportunities for OHV users in the Quincy area to meet an increasing demand.

The planning effort will include survey and evaluation of existing system and non-system trails in the Claremont Peak area. This includes:

- Survey, flagging, and mapping of approximately 40 miles of trails to assess suitability for Forest Service system trails,
- Developing, bidding and execution of a contract to complete resource surveys for NEPA by a third party.
- Securing all necessary approval and/or permits required, if applicable.
- Completion of all NEPA required reports.
- Review of all NEPA reports and decision documents by Forest Service staff.
- Completion of Claremont NEPA/CEQA document resulting in a Claremont OHV Trail Project Decision.
- Adhere to the minimum design parameter guidelines for motorized trails identified in Forest Service Handbook (FSH) 2309.18, Section 23.13 on trails that would be best maintained using mechanized trail equipment.

2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT A-3

State Project Agreement

See attached.

Exhibit A-3

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G19-03-84-P01 PROJECT TYPE: Planning

GRANTEE: Plumas County

PROJECT TITLE: Planning

PROJECT PERFORMANCE PERIOD: FROM 01/01/2021 THROUGH 12/31/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$108,047.00 (One Hundred Eight Thousand Forty Seven and 00/100)

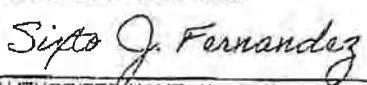
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
	
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
Kevin Corneira	
TITLE: DIRECTOR	TITLE: Grants Manager
DATE: 10-26-20	DATE: 10/26/2020

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER:		SUPPLIER ID NUMBER:		FUND DESCRIPTION:	
C32-32-012		0000004988		Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	POA: 62676	CHARGE AMOUNT: 108,047.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 3	ENR/STATUTE: 2020	FISCAL YEAR: 2020/2021

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

DocuSigned by:

Demetri William

153147944523456

11/7/2020

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

APPLICANT NAME :	Plumas County		
PROJECT TITLE :	Planning	PROJECT NUMBER (Division use only) :	G19-03-84-P01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input checked="" type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Planning activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the United States Forest Service (USFS) – Plumas National Forest.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of the Equipment inventory for the duration of the Equipment's useful life and may only be used on activities that are acceptable to the Operations and Maintenance category per Section 4970.10. for that of the Grants and Cooperative Agreement Program Regulations. Grantee must obtain written Off-Highway Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>Grantee is required to provide a minimum of twenty-six (26) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <p>Evaluate existing system and non-system trails on Claremont Peak and add approximately 40 miles of OHV trails to the area with the goal of providing connectivity to existing campgrounds and communities of Meadow Valley, Quincy and Laporte.</p> <ol style="list-style-type: none"> 1. Survey and evaluate existing system and non-system trails on Claremont Peak. 2. Survey and flag potentially 40 miles of trails. 3. Developing, bidding and execution of contract to complete identified item by a third party. 4. Securing all necessary approval and/or permits required, if applicable. 5. Completion of all required reports defined in plan <ul style="list-style-type: none"> • Claremont OHV Trail Connection Biological Evaluation/Biological Assessment • Claremont OHV Trail Connection Project Decision under a Categorical Exception • Claremont OHV NEPA/CEQA Document 		

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-OHV Manager Notes : OHV Grant Manager coordinates on the ground project with land manager and contractor. Performs site visits to ensure project quality and competition. Coordinates all communication with California OHV Grant Administrator to complete project. Manager works directly with SBTS Trail Crew Supervisor to identify trail work sites and direct the type of work to be performed. Position works with SBTS Volunteer Coordinator to help manage and educate volunteers on organized trail workdays. Coordinates with Plumas Forest specialists and SBTS Trail Crew Supervisor to ensure no cultural or natural resources are being damaged by OHV	180.000 0	25.000	HRS	4,000.00	4,000.00	0.00

EXHIBIT B

Fee Schedule

1. Project Partner shall be reimbursed in accordance with the State Project Agreement, attached hereto as Exhibit A-3. Project Partner shall prepare and submit to County all documentation required by the State of California under the State Project Agreement for reimbursements under the grant, and County shall then transmit such documentation to the State of California. When County receives reimbursements under the grant from the State of California, County shall then pay Project Partner any portions of the reimbursement allocable to the work performed by Project Partner. At County's discretion, County may pay such reimbursements in advance of receipt of funds from the State.
2. County shall not be responsible for making payments to Project Partner in excess of the amounts actually received by the County from the State of California pursuant to the grant described in the State of the Project Agreement, in response to a claim for reimbursement submitted for work performed by Project Partner. If the State of California denies any claim for reimbursement arising from work performed by Project Partner under this Agreement, the County shall not be liable for paying such claim to Project Partner. If County has advanced funds to Project Partner in anticipation of reimbursement from the State and subsequently the State denies such claim for reimbursement, Project Partner shall be responsible for reimbursing County for the advanced funds that were the subject of the States denial.
3. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Project Partner for performance of the Work under this Agreement. No additional amounts will be paid to Project Partner for performance of the Work except as expressly stated in this Agreement.
4. Project Partner shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Project Partner or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Project Partner, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
use or trail maintenance. Responsible for project monitoring, and ensuring trail work is done to meet Forest Service standards.						
2. Staff-Dupont Power Tools Notes : Dupont Power Tools is the local ATV and OHV dealer in Quincy, CA. Partner has supported past projects on Mt Hough and commits to promoting the project to customers and provides volunteer hours. Volunteers will assist in surveying and identifying potential routes. Volunteer rate is \$29.95/hour stated by the Independent Sector.org at https://independentsector.org/value-of-volunteer-time-2018/	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00
3. Staff-Quincy Super Volunteers Notes : Volunteers will assist in surveying and identifying potential	250.000 0	29.950	HRS	7,488.00	0.00	7,488.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>routes. Several Super Volunteers have experience laying out potential trail through the Forest Service and Mt Hough project.</p> <p>Volunteer rate is \$29.95/hour stated by the Independent Sector.org at https://independentsector.org/value-of-volunteer-time-2018/</p>						
<p>4. Staff-FRC Environmental Studies Program</p> <p>Notes : Feather River Community College's Environmental Studies program provide volunteer support on the project, student volunteer hours to assist in monitoring, surveying, and layout to reinforce classroom objectives.</p> <p>Volunteers will assist in surveying and identifying potential routes.</p> <p>Volunteer rate is \$29.95/hour stated by the independent</p>	100.000 0	29.950	HRS	2,995.00	0.00	2,995.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Sector.org at https://independentsector.org/value-of-volunteer-time-2018/						
6. Staff-Rotary Notes : Volunteers will assist in surveying and identifying potential routes. Several Rotary have experience laying out potential trail through the Forest Service and Mt Hough project. Volunteer rate is \$29.95/hour stated by the Independent Sector.org at https://independentsector.org/value-of-volunteer-time-2018/	50.0000	29.950	HRS	1,498.00	0.00	1,498.00
6. Staff-UC Berkley Forestry Camp Notes : Volunteers will assist in surveying and Identifying potential routes. UC Berkeley Forestry Camp is located near Meadow Camp Campground in Meadow Valley and are very familiar with project area. Volunteer rate is	60.0000	29.950	HRS	1,797.00	0.00	1,797.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
\$29.95/hour stated by the Independent Sector.org at https://independentsector.org/value-of-volunteer-time-2018/						
7. Staff-Friends of Plumas Wilderness Notes : Volunteers from Friends of Plumas Wilderness will assist in surveying and identifying potential routes. Friends of Plumas Wilderness has an active Board and volunteer group familiar with the project area.	0.0000	29.950	HRS	0.00	0.00	0.00
Volunteer rate is \$29.95/hour stated by the Independent Sector.org at https://independentsector.org/value-of-volunteer-time-2018/						
Total for Staff				20,773.00	4,000.00	16,773.00
2 Contracts						
1. Contracts-Sierra Buttes Trail Stewardship Notes : Sierra Buttes Trail Stewardship trail crew will provide expertise, and advise for new OHV trail	1.0000	47357.000	EA	47,357.00	47,357.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
alignments, Including surveying, flagging and GIS mapping alignments and developing associated costs to aid in the cost estimation for construction for approximately 40 miles of new single track OHV trail. GIS specialist would assist the NEPA/CEQA contractor and Plumas Forest in providing graphic and spacial analysis of resources requested by the District resource specialists for use in the NEPA/CEQA analysis and create maps for the NEPA/CEQA document for the OHV planning project. SBTS trail crew will coordinate regularly with NEPA/CEQA contractor, Plumas County and Plumas Forest staff to ensure information is shared, trail alignments are accurate and the project timeline is adhered to. SBTS is a local non-profit operating under a SBTS operates through a Volunteer Agreement						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
with Plumas Forest. SBTs professional crew will lead volunteers in surveying, identifying, and mapping trail layout.						
2. Contracts- NEPA/CEQA Contractor Notes : The NEPA Writer/Editor would collate specialist reports, write and edit the NEPA/CEQA analysis and decision documents for the OHV planning project. NEPA/CEQA Contractor will perform necessary monitoring of the proposed connections and prepare report detailing the findings. Anticipated workloads for the Mount Hough District Specialist staff will prevent them from being able to conduct the surveys for the project. Therefore, a contract would be issued to a NEPA/CEQA contractor (approved by Plumas Forest to conduct surveys for this planning project.	1.0000	45000.000	EA	45,000.00	45,000.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
3. Contracts-PNF Botanist Notes : PNF Botanist- provide existing data within the project area, review NEPA documents and BE, review prescriptions for weed control, site visit a sample of weed infestations as part of review, document surveys and findings in the appropriate databases.	50.0000	40.500	HRS	2,025.00	2,025.00	0.00
4. Contracts-PNF Wildlife Biologist Notes : PNF Wildlife Biologist- Provide existing data within the project area, site visit, review NEPA documents, and BE/BA	50.0000	40.300	HRS	2,015.00	2,015.00	0.00
5. Contracts-PNF NEPA Planner Notes : PNF NEPA Planner- provide oversight on NEPA process, review and edit NEPA documents, attend meetings. The funds for this position and match to project will come from	20.0000	32.800	HRS	656.00	0.00	656.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
the Plumas NF. No CA OHV funds will be used to support this position.						
6. Contracts-PNF Archaeologist Notes : PNF Archaeologist- provide existing data within the project area, review NEPA documents and cultural resource report.	50.0000	46.270	HRS	2,314.00	2,314.00	0.00
7. Contracts-PNF Hydrologist Notes : PNF Hydrologist- Provide existing data within the project area, review NEPA documents, attend meetings, trail layout review at stream crossings and meadow areas.	50.0000	38.600	HRS	1,930.00	1,930.00	0.00
8. Contracts-PNF Public Staff Officer, Notes : PNF Public Service Staff Officer manages all recreation on the Mt Hough RD and will be the lead contact for the PNF in the project. Public Service Staff Officer will coordinate on the ground field efforts with Plumas County and the Mt Hough RD.	100.000 0	39.200	DAY	3,920.00	1,960.00	1,960.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
 Agency: Plumas County
 Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
The funds for this position and match to project will come from the Plumas NF. No CA OHV funds will be used to support this position.						
9. Contracts-PNF Rec Tech- PERM Notes : PNF Rec Tech - PERM is on the Mt Hough RD and will survey and flag potential routes on the ground.	150.000 0	28.900	DAY	4,335.00	1,446.00	2,889.00
The funds for this position and match to project will come from the Plumas NF. No CA OHV funds will be used to support this position.						
Total for Contracts				109,562.00	104,047.00	5,505.00
3 Materials / Supplies						
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				130,325.00	108,047.00	22,278.00
TOTAL DIRECT EXPENSES				130,325.00	108,047.00	22,278.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
1. Indirect Costs-Indirect Costs	1.0000	16207.050	EA	16,207.00	0.00	16,207.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2019/2020
Agency: Plumas County
Application: Planning

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Notes : Indirect Costs incurred by Plumas County including rent, utilities, Internet, accounting and other office costs. Other indirect costs include staff time preparing reports and payment request to CA OHV.						
Total Indirect Costs				16,207.00	0.00	16,207.00
TOTAL INDIRECT EXPENSES				16,207.00	0.00	16,207.00
TOTAL EXPENDITURES				146,532.00	108,047.00	38,485.00

TOTAL PROJECT AWARD	108,047.00
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Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as defendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as defendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chapple-Zberg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.



- H. Procure NEPA/CEQA contractor to perform necessary surveys of the proposed routes and prepare reports detailing the findings. This contractor shall be approved by the U.S. Forest Service.
- I. Provide OHV Grant Manager to coordinate on the ground tasks with the U.S. Forest Service and contractor (Sierra Buttes Trail Stewardship).
 - a. Performs site visits to ensure project quality and competition.
 - b. Reviews all documentation, prepares reports and payment requests.
 - c. Coordinates all communication with the California OHV Grant Administrator to complete the project.
 - d. Works with SBTS Volunteer Coordinator to help manage and education volunteers on organized trail scouting days.
 - e. Responsible for project monitoring.

IV. THE U.S. FOREST SERVICE SHALL:

- A. **PAYMENT/REIMBURSEMENT**. The maximum total cost liability from the County to the U.S. Forest Service for this agreement is \$11,690.00. The U.S. Forest Service shall bill the County quarterly beginning June 2021, for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as Forest Service expenditures. Overhead is assessed at the rate of 0 percent.

Billings will be sent to:

Kevin Correira, Director
County of Plumas Facility Services & Airports
198 Andy's Way
Quincy, CA 95971

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of, or prior to, the end of each fiscal year. Therefore, out of cycle bills may be received by the County.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

B. SPECIAL BILLING REQUIREMENTS - FINANCIAL DOCUMENTATION

FS Agreement No. 21-CS-11051100-004Cooperator Agreement No. G19-03-84-P01

CHALLENGE COST SHARE AGREEMENT
Between The
PLUMAS, COUNTY OF
And The
USDA, FOREST SERVICE
PLUMAS NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Plumas, County Of, hereinafter referred to as "Plumas County," and the USDA, Forest Service, Plumas National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriations Act of 1992, Pub. L. 102-154, and Cooperative Funds Act of June 30, 1914 (U.S.C. 498 as amended by Pub. L. 104-127).

Background: The Plumas National Forest and Plumas County are mutually interested in planning new trails and realigning existing user created trails in the Claremont area, in order to develop a new Claremont trail system. The system would be constructed south of Quincy, CA, on the Mt. Hough Ranger District. The work will be performed using funds awarded to Plumas County from a California State Off-Highway Vehicles (OHV) grant.

Title: Claremont Off-Highway Vehicles Trail System Planning

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to perform OHV related planning activities including, but not limited to: providing survey analysis of the project area for archaeological, botanical, hydrological, soil and wildlife resources; preparation of resource specialist reports to analyze user created or existing trails, re-routes and new trails; completion of layout and design of new routes; and completion of an Environmental Analysis decision document (NEPA/CEQA). It also documents the contribution of funds from Plumas County to the U.S. Forest Service for summarizing, compiling and reviewing biological, hydrological, and archaeological data, NEPA decision oversight, and NEPA document review for new trail development in the Claremont area of the Mt. Hough Ranger District. All activities are undertaken in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:



The Forest Service provides a variety of recreation opportunities for the public, while also protecting natural resources. Plumas County is responsible for effectively managing facilities in support of the core functions of Plumas County government. Coordinating OHV trail opportunities is in the interest of Plumas County since the health and safety of the public falls to County resources. Proper design and maintenance of new OHV systems offers increased public safety, enhanced opportunities for local recreation, improved tourism, and ultimately stronger communities.

In Consideration of the above premises, the parties agree as follows:

III. Plumas County SHALL:

- A. **LEGAL AUTHORITY**. Plumas County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. **USE OF GOVERNMENT OWNED VEHICLES**. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. **BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL**. Plumas County may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Perform in accordance with the Financial Plan (Exhibit A).
- E. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan (Exhibit A).
- F. Perform according to requirements for implementation of OHV grant agreement (G19-03-84-P01) with the State of California, working with Plumas National Forest specialists in the planning of new trails and the re-route of existing trails in order to protect cultural and natural resources.
- G. Procure Trail Crew Contractor – Sierra Buttes Trail Stewardship (SBTS)



Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. The U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500.00, and only when County requirements are clearly defined within this clause.

Special billing requirements include submitting progress, performance or other reports regarding the status of work performed on the Project as Plumas County may request based on requests from their Grantor (the State).

C. SPECIAL BILLING REQUIREMENTS-PROGRAM DOCUMENTATION

The U.S. Forest Service Program Manager shall provide County with a written report that meets County's specific documentation requirements.

- D. Provide Plumas County with technical expertise and direction from staff to accomplish necessary trail design if required. Forest Service specialists are indicated in Scope of Work (Exhibit B).
- E. Coordinate with Plumas County NEPA/CEQA Contractor as indicated in the Scope of Work (Exhibit B).

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Kevin Correira, Director Plumas County, Facility Services 198 Andy's Place Quincy, CA 95971 Telephone: (530) 283-6070 Email: KevinCorreira@countyofplumas.com	Robert McAdams, Fiscal Officer II Plumas County, Facility Services 198 Andy's Place Quincy, CA 95971 Telephone: (530) 283-6299 Email: RobertMcAdams@countyofplumas.com
	<u>Cooperator Administrative Contact</u> Mandy Beatty (Contractor) Trails Manager Sierra Buttes Trail Stewardship 550 Crescent Street



Quincy, CA 95971
Telephone: 530-517-8409
Email: mandy@sicerratrails.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Leslie Edlund Mt. Hough Ranger District 39696 Hwy 70 Quincy, CA 95971 Telephone: (530) 283-7620 Email: leslie.edlund@usda.gov	Louise Ewen Tahoe National Forest 631 Coyote St. Nevada City, CA 95959 Telephone: (530) 478-6127 Email: louise.ewen@usda.gov

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Plumas County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Plumas County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Plumas County from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of Plumas County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Plumas County's products or activities.

E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for Plumas County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Plumas National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services



prior to use of the insignia. The U.S. Forest Service Plumas National Forest will notify the Plumas County when permission is granted.

F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.**

Plumas County agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Plumas County hereby willingly agree(s) to assume these responsibilities.

Further, Plumas County shall provide any necessary training to Plumas County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Plumas County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

G. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

H. **NONDISCRIMINATION.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



- I. ELIGIBLE WORKERS.** Plumas County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Plumas County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Plumas County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.**

 - 1. Financial Reporting**

Plumas County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 - 2. Accounting Records**

Plumas County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
 - 3. Internal Control**

Plumas County shall maintain effective control over and accountability for all U.S Forest Service funds. Plumas County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.
 - 4. Source Documentation**

Plumas County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S Forest Service upon request.



L. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

M. AGREEMENT CLOSEOUT Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to Plumas County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Plumas County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

N. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.



Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Plumas County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Plumas County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

O. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**. Plumas County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Plumas County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

P. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

Q. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government



owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

R. **PUBLIC NOTICES**. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Plumas County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Recreation Programs of the U. S. Forest Service, Department of Agriculture"

Plumas County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Plumas County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

S. **PROPERTY IMPROVEMENTS**. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles Plumas County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

T. **CONTRACT REQUIREMENTS**. Any contract under this agreement must be awarded following Plumas County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Plumas County must maintain cost and price analysis documentation for potential U.S. Forest Service review. Plumas County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

U. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA**. Plumas County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

V. **TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS**.



Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Plumas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Plumas County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Plumas County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Plumas County's program;



4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

Y. **TERMINATION BY MUTUAL AGREEMENT**. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Plumas County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Plumas County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, Plumas County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Plumas County for the United States Federal share of the non-cancelable obligations properly incurred by Plumas County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Z. **ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT**. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

AA. **DEBARMENT AND SUSPENSION**. Plumas County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Plumas County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

BB. **PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS**: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

CC. **TERMINATION FOR COLLECTION AGREEMENTS.** Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.

DD. **MODIFICATIONS.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



EE. **COMMENCEMENT/EXPIRATION DATE**. This agreement is executed as of the date of the last signature and is effective through 12/31/2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. **AUTHORIZED REPRESENTATIVES**. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Eric C. Cason
ERIC CASON

3/15/20

KEVIN CORREIRA, Director

Date

Plumas County, Facility Services

CHRISTOPHER CARLTON
Date: 2021.03.16 10:36:39
-07'00'

CHRISTOPHER CARLTON, Forest Supervisor
U.S. Forest Service, Plumas National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

DAVID WAGNER

Digitally signed by DAVID WAGNER
Date: 2021.03.12 14:17:07 -08'00'

DAVID WAGNER

Date _____

U.S. Forest Service Grants Management Specialist

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Forest Service Agreement # 21-CS-11051100-004

Cooperator Agreement # G19-03-84-P01

Collection Agreement Financial Plan (Exhibit A)

Cooperator and FS Contributions

COST ELEMENTS and related costs		Cooperator Contribution	FS Non-Cash Contribution	
1. Personnel Cost Subtotal		Subtotal	Subtotal	Combined Subtotal
PERSONNEL				
Resource Specialists (List all personnel):	# of Days	\$/Day		
Botanist	6.25	\$324.00	\$2,025.00	\$2,025.00
Wildlife Biologist	6.25	\$322.40	\$2,015.00	\$2,015.00
Recreation Technician	6.25	\$231.36	\$1,446.00	\$2,889.00
Archaeologist	6.25	\$370.24	\$2,314.00	\$2,314.00
Hydrologist	6.25	\$308.80	\$1,930.00	\$1,930.00
Public Service Staff	6.25	\$313.60	\$1,960.00	\$3,920.00
NEPA Planner			\$656.00	\$656.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Subtotal, Personnel:	37.50	\$11,690.00	\$5,505.00	\$17,195.00
TRAVEL				
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	Per Diem and Lodging	
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00
EQUIPMENT				
Name and Type of Equipment:	Unit Cost	Quantity		
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Subtotal, Equipment:	\$0.00	0	\$0.00	\$0.00
SUPPLIES				
Name and Type of Supplies:	Unit Cost	Quantity		
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Subtotal, Supplies:	\$0.00	0	\$0.00	\$0.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$0.00	\$0.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:		\$0.00	\$0.00
TOTAL DIRECT CHARGES		\$11,690.00	\$5,505.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		
Total Party Costs		\$11,690.00	\$17,195.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES			
Cooperative Construction			
TOTAL CHARGES		\$0.00	
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		
Total Pass-Through Costs		\$0.00	
TOTAL PROJECT COSTS			\$17,195.00

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Exhibit B
Scope of Work
Claremont Trail Planning
21-CS-11051100-004

The Claremont project will evaluate existing system and non-system OHV trails on Claremont Peak and the surrounding area, in order to add approximately 40 miles of Forest Service system OHV trails to the area. The goal of this new trail development is to provide connectivity between the communities of Meadow Valley, Quincy and LaPorte Road and connect to existing infrastructure including campgrounds. Additionally, this trail system will provide new and expanded opportunities for OHV users in the Quincy area to meet an increasing demand.

The planning effort will include survey and evaluation of existing system and non-system trails in the Claremont Peak area. This includes:

1. Survey, flagging, and mapping of approximately 40 miles of trails to assess suitability for Forest Service system trails.
2. Developing, bidding and execution of a contract to complete resource surveys for NEPA by a third party.
3. Securing all necessary approval and/or permits required, if applicable.
4. Completion of all NEPA required reports.
5. Review of all NEPA reports and decision documents by Forest Service staff.
5. Completion of Claremont NEPA/CEQA document resulting in a Claremont OHV Trail Project Decision.



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Greg Ellingson, Director of Information Technology

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize no contract payment to Esri, Inc. for GIS mapping software; not to exceed \$6,500; approved in the FY 2022-2023 budget.

Recommendation

Approve and authorize no contract payment to Esri, Inc. for GIS mapping software; not to exceed \$6,500; approved in the FY 2022-2023 budget.

Background and Discussion

Information Technology budgets for and pays software maintenance support fees annually for software products used by Plumas County. Paying these support fees allows Plumas County access to all software updates and technical support for the specified products. Custom-written or specialized software systems have a contract approved by both the County and the Vendor under which the specifics of the maintenance agreement are defined. Many other software packages are used by Plumas County that are not custom-written. These packages have no specific contract and are considered "shrink-wrapped" or off-the-shelf systems. In order to pay these support fees, we ask the Board to approve payment of this contract without a signed service contract.

Action:

Specifically, we ask the Board to approve a one-time payment to ESRI, Inc. of \$6,500 for the renewal of GIS mapping software for the year 2023.

Attachments:

1. Esri Renewal Quote # 26107142



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 10/02/2022
To: Becky Osborn
Organization: County of Plumas
Information Technology
Fax #: **Phone #:** 530-283-6336

From: Heather Carmody
Fax #: 909-793-4801 **Phone #:** +19093692314 Ext. 2314
Email: HCARMODY@ESRI.COM

Number of pages transmitted
(including this cover sheet):

5

Quotation #26107142
Document Date: 10/02/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



® 380 New York St
Redlands, CA 92373-8118
Phone: +190936923142314
Fax #: 909-793-4801

Quotation

Date: 10/02/2022

Quotation Number: 26107142

County of Plumas
Information Technology
520 Main St Rm 211
Quincy CA 95971-9114
Attn: Becky Osborn

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 20896

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 01/01/2023 End Date: 12/31/2023 Subscription ID: 1528999377	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 01/01/2023 End Date: 12/31/2023 Subscription ID: 1528999377	700.00	700.00
2010	2	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 01/01/2023 End Date: 12/31/2023 Subscription ID: 1528999377	500.00	1,000.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2023	500.00	500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Heather Carmody **Ext:** 2314

To expedite your order, please reference your customer number and this quotation number on your purchase order.



380 New York St
Redlands, CA 92373-8118
Phone: +190936923142314
Fax #: 909-793-4801

Quotation

Page 2

Date: 10/02/2022

Quotation Number: 26107142

Item	Qty	Material#	Unit Price	Extended Price
End Date: 12/31/2023				
4010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 01/01/2023 End Date: 12/31/2023	500.00	500.00
5010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 01/01/2023 End Date: 12/31/2023 Subscription ID: 1528999377	400.00	800.00
Item Subtotal 6,500.00 Estimated Tax 0.00 Total USD 6,500.00				

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



380 New York St
Redlands, CA 92373-8118
Phone: +190936923142314
Fax #: 909-793-4801

Quotation

Page 3

Date: 10/02/2022

Quotation Number: 26107142

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractor's authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



380 New York St
Redlands, CA 92373-8118
Phone: +190936923142314
Fax #: 909-793-4801

Quotation

Page 4

Date: 10/02/2022

Quotation No: 26107142

Customer No: 20896

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of
USD _____ plus sales tax, if applicable

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Amanda Meisenheimer, Sheriff Services Assistant II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish, for Sheriff's vehicle body paint and repair; effective February 1, 2023; not to exceed \$60,000.00; approved as to form by County Counsel

Recommendation

Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish, for Sheriff's vehicle body paint and repair; effective February 1, 2023; not to exceed \$60,000.00; approved as to form by County Counsel

Background and Discussion

The term of this contract is 02/01/2023-01/31/2024. The purpose of this agreement is for Sheriff vehicle body paint and repair.

Action:

The Sheriff respectfully requests that the Board of Supervisors authorize the Chair to sign and approve the agreement between the Plumas County Sheriff's Office and Hi-Tech Frame & Finish.

Attachments:

1. Hi Tech Frame & Finish

Services Agreement

This Agreement is made this 1st day of February 2022, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Levi Pence, a sole-proprietor, doing business as Hi Tech Frame & Finish, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from February 1, 2023 through January 31, 2024, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

_____COUNTY INITIALS

CONTRACTOR INITIALS _____

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Amanda Meisenheimer

Contractor:

Hi Tech Frame & Finish
1229 Industrial Way
Quincy, CA 95971
Attention: Levi Pence

_____ COUNTY INITIALS _____

CONTRACTOR INITIALS _____

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

By: _____
Levi Pence, a sole-proprietor, doing business
as Hi Tech Frame & Finish
Date: _____

COUNTY:

County of Plumas, a political subdivision of
the State of California

By: _____
Name: Todd Johns
Title: Sheriff-Coroner
Date signed: _____

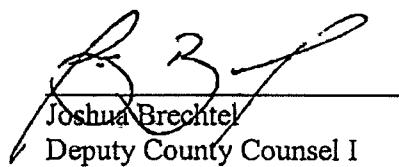
By: _____

Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board of Supervisors
Date signed: _____

Approved as to form:



Joshua Brechte
Deputy County Counsel I

11/15/2022

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
 - a. Body repair and refinishing of automobiles and light trucks.
 - b. Frame repairs of automobiles and light trucks.
 - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at the following per hour rates:

Body repair work	\$85.00
Painting	\$85.00
Frame repair work	\$100.00
Mechanical repair work	\$120.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$45.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize Plumas County Public Health Director to recruit and fill, funded and allocated .625 FTE Assistant Cook Position for the Senior Services program at the Chester site; vacancy due to promotion.

Recommendation

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) permanent part-time (0.625) FTE Assistant Cook Position for the Senior Nutrition Program at the Chester site.

Background and Discussion

The Department is requesting to fill the vacancy of a permanent part-time Assistant Cook position at the Chester site. This position is needed due to the promotion of the previous cook.

Fiscal Impact:

These positions can be funded Allocated int he FY22/23 Public Health budget that was adopted on September 20,2022.

The appropriate Critical Staffing Questionnaires and Department Organizational Chart are attached.

Action:

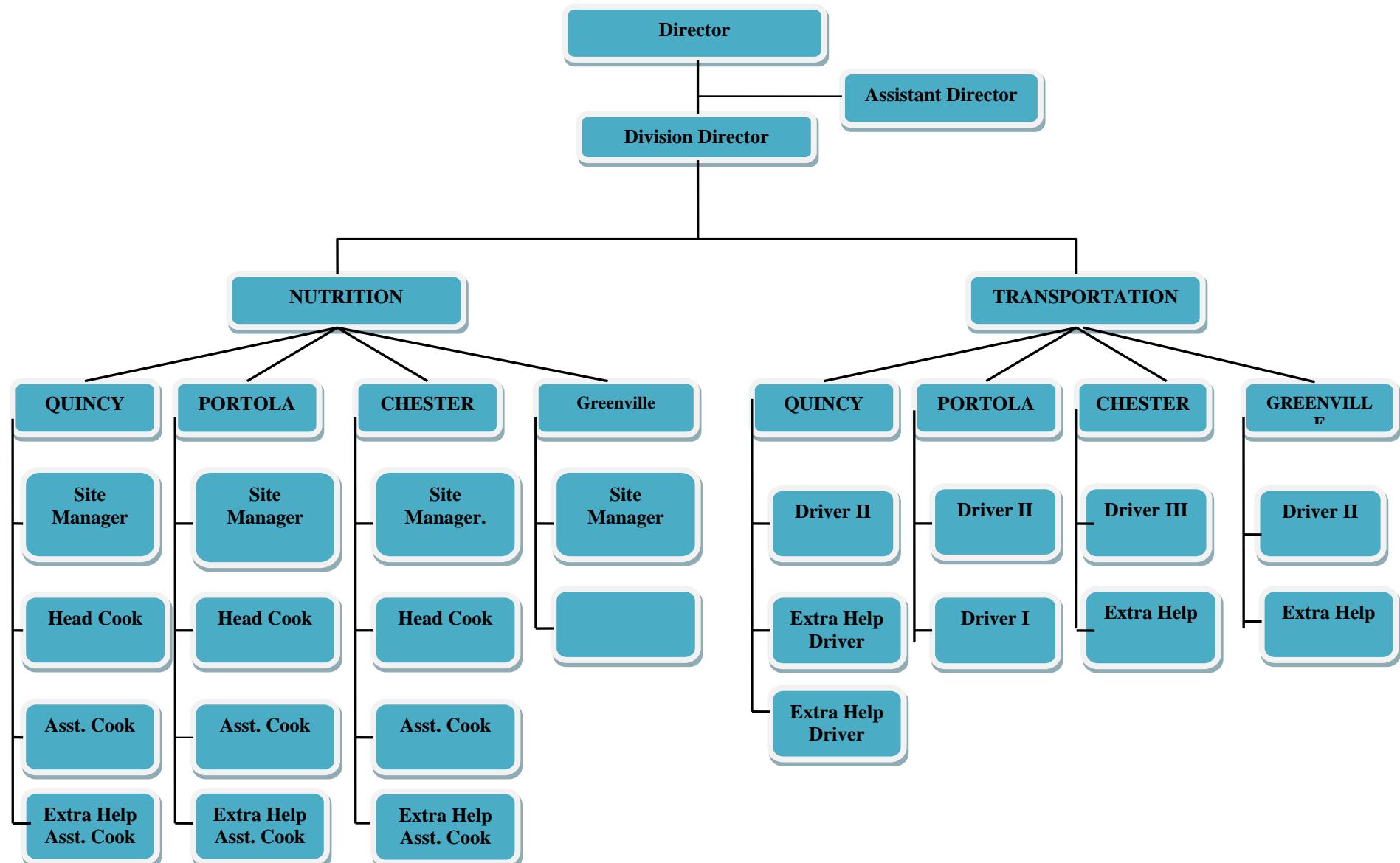
Authorization for the Department of Public Health to fill one Assistant Cook position for the Senior Services Program at the Chester site.

Attachments:

1. 4-Seniors Nutrition Transportation
2. Critical Staffing Request Asst Cook 7_26_22

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Assistant Cook / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

Assistant Cooks aid with cooking, packaging, serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.

- Why is it critical that this position be filled at this time?

Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.

- How long has the position been vacant?

Effective 7/18/22

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 22/23 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone: (530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR
COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

November 16, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*


SUBJECT: First Amendment to Land/Ground Lease Agreement for 240 Greenville
Wolf Creek Road.

Background:

The Governor's Office of Emergency Services of the State of California (CalOES) established a non-congregate shelter consisting of 14 Fifth-Wheel Trailers, located at 240 Greenville Wolf Creek Road, Greenville, CA 95974 after the devastation of the Dixie Fire. The County leased space from Forest Lodge, LLC to continue operating the non-congregate shelter on April 5, 2022. The lease expired on September 30, 2022 and turned to a month to month tenancy under California law. The parties wish to amend the agreement to memorialize a month-to-month agreement while the County works on a long term plan for the non-congregate shelter.

Proposal:

The Amendment memorializes the parties desire to enter into a month-to-month agreement for leasing of space at 240 Greenville Wolf Creek Road for the non-congregate shelter consisting of Fifth-Wheel Trailers. The parties wish to continue all other terms of the lease dated April 5, 2022.

Action:

It is recommended that the Board of Supervisors approve the attached First Amendment to Land/Ground Lease Agreement by and between Forest Lodge, LLC and Plumas County.

END OF MEMORANDUM

FIRST AMENDMENT TO LAND/GROUND LEASE AGREEMENT
BY AND BETWEEN
FOREST LODGE, LLC AND PLUMAS COUNTY

This First Amendment to Land/Ground Lease Agreement ("Amendment") is made on _____, 2022, between FOREST LODGE, LLC, Kira Wattenburg King, Manager, ("Landlord") and COUNTY OF PLUMAS a political subdivision of the State of California ("Tenant") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. FOREST LODGE, LLC and COUNTY OF PLUMAS have entered into a written Land/Ground Lease Agreement dated April 5, 2022, (the "Lease Agreement"), in which FOREST LODGE, LLC agreed to lease space for up to 14 Trailers located on Assessor Parcel Number: 110-230-003-000 to Plumas County.
 - b. Because housing is still needed for those who were displaced by the Dixie Fire, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

The Parties agree to extend the lease on a month-to-month basis starting October 1, 2022.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Land/Ground Lease Agreement, all provisions of the Land/Ground Lease Agreement dated April 5, 2022, shall remain unchanged and in full force and effect.

LANDLORD
FOREST LODGE, LLC
PO BOX 316
GREENVILLE, CA 95947
916-296-7513



Kira Wattenburg King, Partner
Date 10/9/2022

Eric Wattenburg, Partner

Date _____

Tanya Wattenburg Komas, Partner

Date _____

Counsel

TENANT
COUNTY OF PLUMAS
198 ANDY'S WAY
QUINCY, CA 95971
530-283-6299

Kevin Goss
Chair, Board of Supervisors
County of Plumas

Date _____

Attest:

Heidi White
Clerk of the Board of Supervisors

Approved as to Form

Gretchen Stuhr, Plumas County

LANDLORD
FOREST LODGE, LLC
PO BOX 316
GREENVILLE, CA 95947
916-296-7513

Kira Wattenburg King, Partner
Date _____

Kira Wattenburg
Eric Wattenburg, Partner

Date 09/28/2022

Tanya Wattenburg Komas, Partner

Date _____

Counsel

TENANT
COUNTY OF PLUMAS
198 ANDY'S WAY
QUINCY, CA 95971
530-283-6299

Kevin Goss
Chair, Board of Supervisors
County of Plumas

Date _____

Attest:

Heidi White
Clerk of the Board of Supervisors

Approved as to Form

Gretchen Stuhr, Plumas County



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Acting Auditor

MEETING DATE: December 13, 2022

SUBJECT: Authorize the Auditor/Controller to recruit and fill funded and allocated; 1.0 FTE Assistant Auditor /Controller position and approve other wages for retired Assistant Auditor Controller for training.

Recommendation

Authorize the Auditor Controller to recruit and fill funded and allocated 1.0 FTE Assistant Auditor Controller. Authorize other wages for retired Assistant Auditor Controller for training purposes.

Background and Discussion

Assistant Auditor Controller position is vacant due to promotion. The Auditor Controller's office is working on the 2022 audit to be finished by March 31, 2022. The assistance of the retired Assistant Auditor Controller would provide training for new recruitment and office staff.

Action:

Attachments:

1. Assistant Auditor/Controller/I/II/III/IV
2. ORG Chart

ASSISTANT AUDITOR/CONTROLLER

DEFINITION

Under general direction, to assist with planning, organizing, directing, and coordinating the functions and operations of the County Auditor/Controller's Office; to provide staff supervision, evaluation, and training; to perform a variety of the most complex fiscal and budget administration responsibilities; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized single position classification which oversees the daily operations of the County Auditor/Controller's office and provides administrative support for the County Auditor/Controller. Incumbents are responsible for administering and maintaining the County's property tax roll, interpreting and applying Revenue and Taxation code and keeping abreast of all changes that may affect property taxes.

REPORTS TO

County Auditor/Controller.

CLASSIFICATIONS DIRECTLY SUPERVISED

Accountant, Accountant Auditor/Liability Risk Analyst, Accountant/Workers Compensation Analyst, Payroll Specialist I or II, Fiscal Support Coordinator, Lead Fiscal Technical Service Assistant, Auditor Accounting Technician, Auditor Accounting Clerk I or II. .

ASSISTANT AUDITOR/CONTROLLER - 2

EXAMPLES OF DUTIES

- Assists the County Auditor/Controller with planning and directing the functions and operations of the Auditor Controller Office.
- Oversees auditing activities.
- Assists in developing financial recordkeeping methods and procedures.
- Formulates policies and procedures in consultation with the Auditor-Controller.
- Plans and coordinates work assignments.
- Supervises, trains, and evaluates the work of professional fiscal and fiscal support staff.
- Directs financial work related to the collection, disbursement, and proper allocation of County funds.
- Participates in budget preparation and administration for the Auditor's Office.
- Compiles the preliminary County budget, using past years' expenditures, estimated revenue by classification and fund, fund balances, and estimated amounts to be raised by tax levy.
- Explains and provides advice on budget development procedures.
- Assists in preparing final budget and compiling annual financial report for the Board of Supervisors.
- Assists in reviewing budget adjustments and transfers throughout the year.
- Prepares special State reports, such as Trial Court Funding, Taxes & ERAF Reporting for schools and colleges ; analyzes and uses appropriation ledgers, general ledgers, and bond and interest records in the development of budgets and financial reports.
- Compile and calculate periodic State reporting and remitting of funds to include but not limited to: Sales & Use tax, court TC31 collections, Court facility & MOU payments.
- Assists with compilation and compiles financial information for external auditors and consultants.
- Assists in conducting audits of County departments, including the review of existing accounting procedures and internal control methods.
- Prepares and answers correspondence in consultation and approval of the Auditor/Controller.
- Acts for the Auditor/Controller when necessary.
- Serves as a liaison with other persons, committees, boards, groups, and associations as assigned by Auditor/Controller.
- Processing additions, changes, and deletions to the County tax rolls.
- Prepares all tax reports and apportions taxes to entities.
- Maintains proper tax roll fiscal balances.
- Computes and figures tax penalties as appropriate.
- Analyzing the impact of the tax roll changes on County revenue.
- Reviews fiscal records to insure proper disbursement of funds to different accounts.
- Prepares financial statements and reports.
- Complete the monthly cash counts and quarterly investment audit reviews.
- Assists with maintaining proper controls on trust accounts.

ASSISTANT AUDITOR/CONTROLLER - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Procedures, policies, and legal requirements of County budget preparation.
- Legal provisions related to the audit, verification, and distribution of tax funds and taxes collected.
- Operations, rules, policies, and procedures of the Plumas County Auditor/Controller's Office.
- County fund disbursements, auditing, and record keeping principles and practices.
- Organization and functions of the departments and political subdivisions of the County.
- Office management methods and procedures.
- Principles of supervision, training, and staff evaluation.

Ability to:

- Assist with the planning, direction, and management of the functions and operations of the County Auditor-Controller Office.
- Supervise, train, and evaluate the work of assigned staff.
- Perform a wide variety of complex and specialized financial analysis and administrative support assignments for the Plumas County Auditor/Controller.
- Interpret, explain, and apply a variety of County Auditor/Controller policies, rules, procedures, and regulations.
- Analyze, develop, and modify auditing, accounting, and financial recordkeeping procedures.
- Maintain or supervise the maintenance of tax records and develop statistical and accounting reports on tax matters.
- Gather, organize, analyze, and present a variety of data and information.
- Oversee the development and preparation and prepare accurate financial statements, records, and reports.
- Effectively represent the County Auditor-Controller in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other government agencies.
- Establish and maintain cooperative working relationships.

ASSISTANT AUDITOR/CONTROLLER - 4

Training and Experience:

At least five (5) years of responsible experience in accounting, auditing, and related financial recordkeeping work, preferably including a minimum of one (1) year in a supervisory position.

AND

Equivalent to successful completion of the courses required for a major in accounting at an accredited four (4) year college or university; or successful completion of a professional accounting curriculum given by an approved institution which included courses in elementary and advanced accounting, auditing, cost accounting, and business law.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Exception to this requirement may be considered on a case by case bases.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

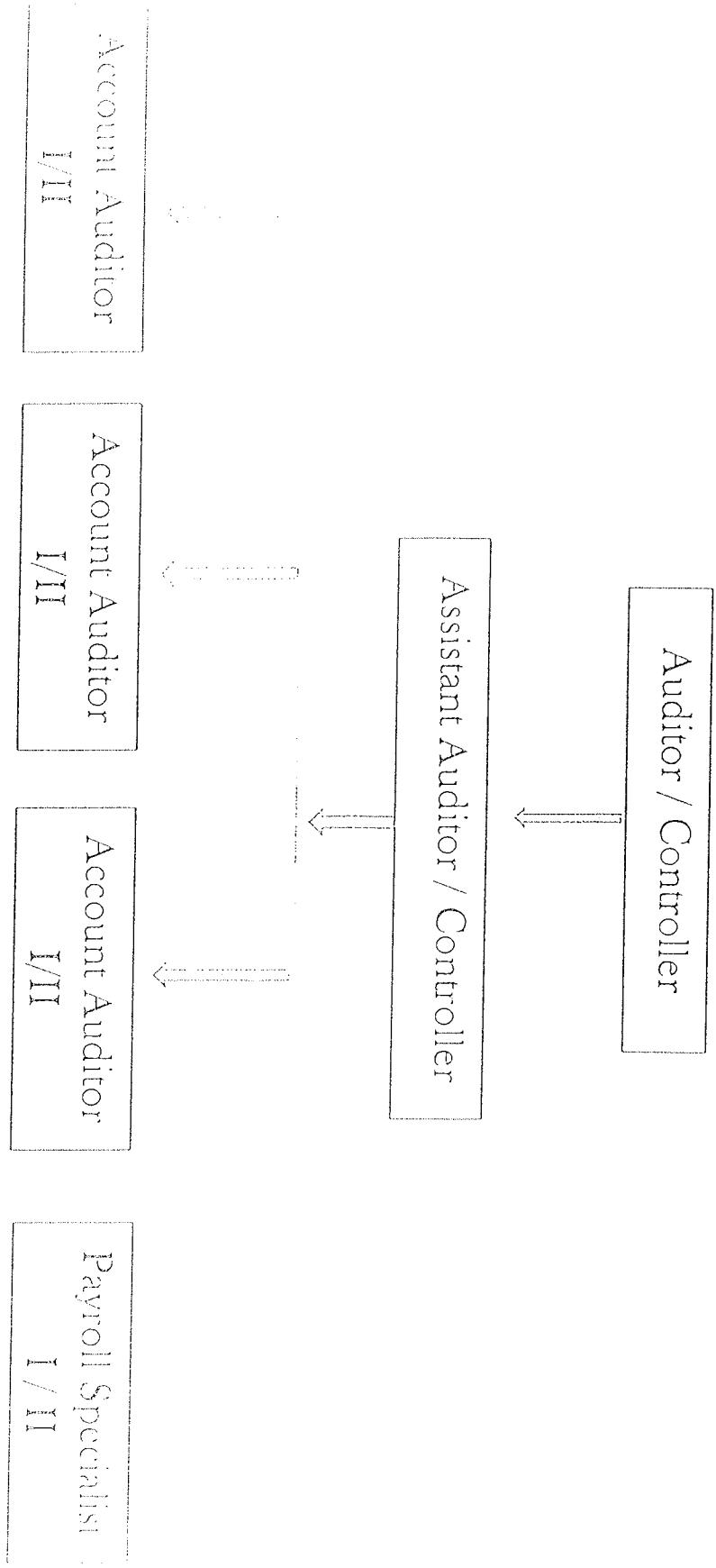
County of Plumas
Pay Schedule

Effective as of 07/05/2022 per Board of Supervisors Resolution Number 2022-8713; revised as of 07/19/2022 per Res. No. 2022-8717, 06/19/2022 per Res. No. 2022-8719, and 08/09/2022 per Res. No. 2022-8722, and adopted by the Board as of 08/16/2022 per Resolution Number 2022-8723

CONFIDENTIAL EMPLOYEE UNIT

Job Title	HOURLY RATE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	L1	L2	L3	L4	L5
ACCOUNTANT	\$19.97	\$20.97	\$22.03	\$23.13	\$24.29
ACCOUNTANT AUDITOR 1	\$22.58	\$23.71	\$24.90	\$26.15	\$27.46
ACCOUNTANT AUDITOR 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25
ASSISTANT AUDITOR/CONTROLLER	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00
ASST RISK MGR/SAFETY OFFICER	\$26.93	\$28.28	\$29.69	\$31.18	\$32.75
CHIEF DEPUTY AUDITOR	\$27.45	\$28.82	\$30.26	\$31.79	\$33.37
DEPUTY COUNTY COUNSEL 1	\$36.08	\$37.88	\$39.78	\$41.78	\$43.87
DEPUTY COUNTY COUNSEL 2	\$40.22	\$42.23	\$44.34	\$46.56	\$48.89
DEPUTY COUNTY COUNSEL 3	\$45.24	\$47.50	\$49.88	\$52.37	\$54.99
FISCAL SUPPORT COORDINATOR	\$18.81	\$19.75	\$20.75	\$21.79	\$22.89
HR PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50
HR PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20
HUMAN RESOURCES ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45
HUMAN RESOURCES ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25
HUMAN RESOURCES TECHNICIAN 1	\$17.49	\$18.37	\$19.29	\$20.25	\$21.27
HUMAN RESOURCES TECHNICIAN 2	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45
HUMAN RESOURCES TECHNICIAN 3	\$20.45	\$21.48	\$22.56	\$23.69	\$24.88
LEAD FISCAL & TECH SERV ASST	\$16.68	\$17.52	\$18.40	\$19.32	\$20.30
MANAGEMENT ANALYST 1	\$22.57	\$23.70	\$24.89	\$26.14	\$27.45
MANAGEMENT ANALYST 2	\$24.88	\$26.12	\$27.44	\$28.81	\$30.25
PARALEGAL 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50
PARALEGAL 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20
PARALEGAL 3	\$27.52	\$28.91	\$30.35	\$31.88	\$33.48
PAYROLL SPECIALIST 1	\$21.77	\$22.87	\$24.03	\$25.23	\$26.50
PAYROLL SPECIALIST 2	\$24.01	\$25.22	\$26.49	\$27.82	\$29.20
SYSTEMS ANALYST 1	\$26.15	\$27.46	\$28.83	\$30.27	\$31.80
SYSTEMS ANALYST 2	\$28.78	\$30.22	\$31.74	\$33.33	\$35.00

Auditor Department Organizational Chart





**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman (Graham), Acting Auditor

MEETING DATE: December 13, 2022

SUBJECT: Approve the transfer of funds from the DROC project fund 0023 in the amount of \$426,980.53 to the Disaster Fund 0022; discussion and possible action. Roll call vote.

Recommendation

Approve the transfer or fund between 0023 and 0022, discussion and direction regarding ongoing costs related to the Dixie Fire contract obligations.

Background and Discussion

The County is obligated to pay out \$3,771,789.63 to LEMA and EMMA for assistance with the Dixie Fire. The transfer will bring the fund balance to \$3,630,376.51. The DROC project is pending Final FEMA Review. The Disaster fund has a shortfall of \$141,413.12 once the LEMA and EMMA assistance claims are processed. Discussion and possible action to allow fund 0022 to go into the negative or loan funds from another source until we receive reimbursement from FEMA. Once the funds are transferred from the DROC fund 0023 we will no longer process and pay claims from this fund. This fund was the fund used to pay for the CAEHA contract. Discussion and possible action about ongoing obligations for the CAEHA contract and the Arcatis contract.

Action:

Attachments:

1. 20221202160155

Disaster Fund

Fund Balance 0022	\$ 3,203,395.53	
Fund Balance 0023	\$ 426,980.98	Transfer to 0022
Total	\$ 3,630,376.51	
Obligated to be paid out	\$ 3,771,789.63	LEMA & EMMA
Shortage that needs to be covered	\$ (141,413.12)	

DROC project pending Final FEMA Review once it is obligated, the balance of the advance will be satisfied & we will receive a check for that project estimated to be \$141,413.12. Going forward, the remaining projects with FEMA should receive checks once obligated.

This will resolve the response issues but does not address the ongoing future costs for CAEHA & Arcatis as we discussed.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. No: 20023

Date 12/2/2022

The reason for this request is (check one):

Approval Required

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXXX
- D. Transfer within Department, except fixed assets
- E. Establish any new account except fixed assets

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR

SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
--------	--------	--------	--------------	-----------

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET. CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
--------	--------	--------	--------------	-----------

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) _____

B) _____

C) _____

D) _____

Approved by Department Signing Authority: _____

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: Mailee Ilon _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

BALANCE SHEET FOR 2023 6

FUND: 0023 DISASTR RECOV OP CNTR DROC / SUB-FUND 00000			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
0023010 10100	CASH - OPERATING		.00	426,980.98
	TOTAL ASSETS FOR SUB-FUND 00000		.00	426,980.98
LIABILITIES				
0023020 20200	ACCOUNTS PAYABLE		.00	.00
	TOTAL LIABILITIES FOR SUB-FUND 00000		.00	.00
FUND BALANCE				
0023030 3000	RESTRICTED (UNDSGN-B)		.00	-457,261.65
0023039 3990	BUDGET FUND BALANCE		.00	.00
0023039 3991	EXPEND BUDGET CONTROL		.00	.00
0023039 3992	REVENUE BUDGET CONTROL		.00	.00
0023039 3993	BUDGETARY/FB-RESERVE FOR ENC		.00	.00
0023039 3994	ENCUMB CONTROL		.00	.00
0023039 3995	EXPENDITURE CONTROL		.00	30,280.67
0023039 3996	REVENUE CONTROL		.00	.00
0023039 3997	FB-RESERVED FOR ENCUMBRANCES		.00	.00
	TOTAL FUND BALANCE FOR SUB-FUND 00000		.00	-426,980.98
	TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000		.00	-426,980.98
	TOTAL ASSETS FOR FUND 0023		.00	426,980.98
	TOTAL LIABILITIES FOR FUND 0023		.00	.00
	TOTAL FUND BALANCE FOR FUND 0023		.00	-426,980.98
	TOTAL LIABILITIES + FUND BALANCE FOR 0023		.00	-426,980.98

** END OF REPORT - Generated by Anthony Gonzalez **

ACCOUNT TRIAL BALANCE FOR FY23/JUL TO EOY

FUND 0023

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
0023010 10100 CASH - OPERATING	466,650.62				
1 2701 APP 07/29/22 AG0729		.00	9,388.97	-9,388.97	
3 3535 APP 09/29/22 BB0929		.00	18,406.62	-27,795.59	
5 334 APP 11/03/22 BB1103		.00	7,683.49	-35,479.08	
5 3117 APP 11/29/22 BB1129		.00	4,190.56	-39,669.64	
	466,650.62	.00	39,669.64	-39,669.64	426,980.98
0023020 20200 ACCOUNTS PAYABLE	-9,388.97				
1 2701 APP 07/29/22 AG0729 AP CASH DISBURSEMENTS JOURNA		9,388.97	.00	9,388.97	
3 3534 API 09/28/22 B 6633		.00	18,406.62	-9,017.65	
3 3535 APP 09/29/22 BB0929 AP CASH DISBURSEMENTS JOURNA		18,406.62	.00	9,388.97	
5 333 API 11/02/22 B 6871		.00	7,683.49	1,705.48	
5 334 APP 11/03/22 BB1103 AP CASH DISBURSEMENTS JOURNA		7,683.49	.00	9,388.97	
5 3116 API 11/29/22 B 7026		.00	4,190.56	5,198.41	
5 3117 APP 11/29/22 BB1129 AP CASH DISBURSEMENTS JOURNA		4,190.56	.00	9,388.97	
	-9,388.97	39,669.64	30,280.67	9,388.97	.00
0023030 3000 RESTRICTED (UNDSGN-B)	-457,261.65				
	-457,261.65	.00	.00	.00	-457,261.65
0023039 3990 BUDGET FUND BALANCE					
	.00	.00	.00	.00	.00
0023039 3991 EXPEND BUDGET CONTROL					
	.00	.00	.00	.00	.00
0023039 3992 REVENUE BUDGET CONTROL					
	.00	.00	.00	.00	.00
0023039 3993 BUDGETARY/FB-RESERVE FOR ENC					
	.00	.00	.00	.00	.00
0023039 3994 ENCUMB CONTROL					
	.00	.00	.00	.00	.00
0023039 3997 FB-RESERVED FOR ENCUMBRANCES					
	.00	.00	.00	.00	.00
2002346 46060 OTHER-MISCELLANEOUS					
	.00	.00	.00	.00	.00
2002346 46070					
	.00	.00	.00	.00	.00

ACCOUNT TRIAL BALANCE FOR FY23/JUL TO EOY

FUND 0023

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
CNTRB FR OTHR AGENCY	.00				
2002346 46251 REIMBURSEMENTS/REFUNDS	.00	.00	.00	.00	.00
2002346 46255 DISASTER RESP INSUR REIMB	.00	.00	.00	.00	.00
2002348 48000 TRANSFER-IN	.00	.00	.00	.00	.00
2002351 51000 REGULAR WAGES	.00	.00	.00	.00	.00
2002351 51020 OTHER WAGES	.00	.00	.00	.00	.00
2002351 51040 HOLIDAY PAY	.00	.00	.00	.00	.00
2002351 51060 OVERTIME PAY	.00	.00	.00	.00	.00
2002351 51070 UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.00
2002351 51080 RETIREMENT	.00	.00	.00	.00	.00
2002351 51090 GROUP INSURANCE	.00	.00	.00	.00	.00
2002351 51100 FICA/MEDICARE OASDI	.00	.00	.00	.00	.00
2002351 51110 COMPENSATION INSURANCE	.00	.00	.00	.00	.00
2002351 51120	.00	.00	.00	.00	.00

ACCOUNT TRIAL BALANCE FOR FY23/JUL TO EOY

FUND 0023

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
CELL PHONE ALLOW	.00				
2002351 51150	.00	.00	.00	.00	.00
LIFE INSURANCE	.00				
2002352 520210	.00	.00	.00	.00	.00
POSTAGE/SHIP, MAIL COST	.00				
2002352 520407	.00	.00	.00	.00	.00
REFUSE DISPOSAL	.00				
2002352 52170	.00	.00	.00	.00	.00
MISCELLANEOUS EXPENSE	.00				
2002352 521800	.00	.00	.00	.00	.00
OFFICE EXPENSE	.00				
2002352 521900	.00	.00	.00	.00	.00
PROFESSIONAL SVC	.00				
3 3534 API 09/28/22 011403 193135913	CAEHA	4,986.23	.00	4,986.23	
3 3534 API 09/28/22 011403 193135913	CAEHA	4,614.92	.00	9,601.15	
3 3534 API 09/28/22 011403 193135914	CAEHA	4,243.60	.00	13,844.75	
3 3534 API 09/28/22 011403 193135914	CAEHA	4,561.87	.00	18,406.62	
5 333 API 11/02/22 011403 193139789	CAEHA	3,978.38	.00	22,385.00	
5 333 API 11/02/22 011403 193139789	CAEHA	3,705.11	.00	26,090.11	
5 3116 API 11/29/22 011403 193142206	CAEHA	1,379.17	.00	27,469.28	
5 3116 API 11/29/22 011403 193142209	CAEHA	2,811.39	.00	30,280.67	
2002352 523702	.00	30,280.67	.00	30,280.67	30,280.67
PUB - RECRUITMENT ADS	.00				
2002352 523800	.00	.00	.00	.00	.00
EQUIP RENT/LEASE	.00				
2002352 52750	.00	.00	.00	.00	.00
TRAVEL-SPECIAL	.00				
2002352 527802	.00	.00	.00	.00	.00
ELECTRIC CHARGES	.00				
2002352 527803	.00	.00	.00	.00	.00

Plumas County



ACCOUNT TRIAL BALANCE FOR FY23/JUL TO EOY

FUND 0023

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PROPANE/OTHR HEATING FUEL	.00				
2002352 527807	.00	.00	.00	.00	.00
WATER/SEWER CHARGES	.00				
2002352 529851	.00	.00	.00	.00	.00
COMPUTER HARDWARE/SUPPL	.00				
2002358 58000	.00	.00	.00	.00	.00
TRANSFER-OUT	.00				
TOTALS FOR FUND 0023					
DISASTR RECOV OP CNTR DROC	.00	69,950.31	69,950.31	.00	.00
REPORT TOTALS	.00	69,950.31	69,950.31	.00	.00



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: December 13, 2022

SUBJECT: Report and discussion regarding the County's obligations to pay out the LEMA and EMMA assistance claims due to the Dixie Fire, in the amount of \$3,771,789.63; Update regarding ongoing obligations for the CAEHA and Arcatis Agreements; discussion, direction and possible action.

Recommendation

Direction regarding the County's obligations to pay out the LEMA and EMMA assistance claims due to the Dixie Fire, in the amount of \$3,771,789.63; and direction regarding the County's ongoing obligations to the CAEHA and Arcatis contracts.

Background and Discussion

The DROC project is pending Final FEMA Review. The Disaster fund has a shortfall of \$141,413.12 once the LEMA and EMMA assistance claims are processed. Discussion and possible action to allow fund 0022 to go into the negative or loan funds from another source until we receive reimbursement from FEMA. Once the funds are transferred from the DROC fund 0023 we will no longer process and pay claims from this fund. The fund DROC 0023 was the fund used to pay for the CAEHA contract. Discussion and possible action about ongoing obligations for the CAEHA contract and the Arcatis contract.

Action:

Direction regarding the County's obligations to pay out the LEMA and EMMA assistance claims due to the Dixie Fire, in the amount of \$3,771,789.63; and direction regarding the County's ongoing obligations to the CAEHA and Arcatis contracts.

Attachments:

None



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Sousa, Acting Behavioral Health Director

MEETING DATE: December 13, 2022

SUBJECT: **Approve no contract payment of \$1252.00 to Community Hospital of the Monterey Peninsula CHOMP ON CALL , for mental health specialty service invoices; discussion and possible action.**

Recommendation

Requesting Board approval to pay no contract invoice \$1252.00 to Community Hospital of the Monterey Peninsula CHOMP ON CALL for mental health fees for specialty services

Background and Discussion

Requesting Board approval to pay no contract invoice \$1252.00 to Community Hospital of the Monterey Peninsula CHOMP ON CALL for mental health fees for specialty services

Action:

Attachments:

1. No contract bill



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

NOV 07 2022

MEDI-CAL
PO BOX 15500
SACRAMENTO, CA 958521500

CARRIER

PICA

PICA

(For Program In Item 1)

1 MEDICARE <input type="checkbox"/> (Medicare #) <input checked="" type="checkbox"/>	2 MEDICAID <input type="checkbox"/> (Medicaid #) <input type="checkbox"/>	3 TRICARE <input type="checkbox"/> (ID#/DoD#) <input type="checkbox"/> (Member ID#) <input type="checkbox"/> (ID#)	4 CHAMPVA <input type="checkbox"/>	5 GROUP HEALTH PLAN <input type="checkbox"/> BLK LUNG <input type="checkbox"/> ID# <input type="checkbox"/> ID#	6 FECA <input type="checkbox"/> OTHER	7 1a. INSURED'S I.D. NUMBER 1b. INSURED'S NAME (Last Name, First Name, Middle Initial) 1c. PATIENT'S ADDRESS (No., Street) 1d. CITY 1e. ZIP CODE 1f. TELEPHONE (Include Area Code) ()
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE SEX <input type="checkbox"/> M <input checked="" type="checkbox"/> F		4. INSURED'S NAME (Last Name, First Name, Middle Initial) 5. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		
6. PATIENT'S ADDRESS (No., Street)		7. INSURED'S ADDRESS (No., Street)				
CITY		STATE CA		CITY STATE CA		ZIP CODE TELEPHONE (Include Area Code) ()
8. RESERVED FOR NUCC USE 2084P0800X						
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURED'S DATE OF BIRTH SEX		
a. OTHER INSURED'S POLICY OR GROUP NUMBER		b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		b. OTHER CLAIM ID (Designated by NUCC)		
b. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		c. INSURANCE PLAN NAME OR PROGRAM NAME MEDI-CAL		
c. RESERVED FOR NUCC USE		10d. CLAIM CODES (Designated by NUCC)		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, return to and complete item 9, 9a and 9d		
d. INSURANCE PLAN NAME OR PROGRAM NAME				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.		
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.				SIGNED SIGNATURE ON FILE		
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.						
SIGNED SIGNATURE ON FILE		DATE / /				
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.		15. OTHER DATE MM DD YY QUAL.		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY		
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE 17a. <input type="checkbox"/> 17b. NPI		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO		
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)				22. RESUBMISSION CODE ORIGINAL REF. NO.		
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E). A. F4323 B. <input type="checkbox"/> C. <input type="checkbox"/> ICD 0 E. <input type="checkbox"/> F. <input type="checkbox"/> G. <input type="checkbox"/> H. <input type="checkbox"/> I. <input type="checkbox"/> D. <input type="checkbox"/> Ind. <input type="checkbox"/> L. <input type="checkbox"/> J. <input type="checkbox"/> K. <input type="checkbox"/> L. <input type="checkbox"/>		23. PRIOR AUTHORIZATION NUMBER 92326987035		24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS E. DIAGNOSIS F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL. J. RENDERING PROVIDER ID. #		
1 07 18 22 07 18 22 21 90792		2 07 19 22 07 19 22 21 99231		3 07 20 22 07 20 22 21 99238		
4						
5						
6						
25. FEDERAL TAX I.D. NUMBER 940760193 <input type="checkbox"/> X		26. PATIENT'S ACCOUNT NO. 1679562169		27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 1252 00
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) VILLELA, GILBERT SIGNED 10/06/22		32. SERVICE FACILITY LOCATION INFORMATION COMMUNITY HOSPITAL OF THE 23625 HOLMAN HWY MONTEREY, CA 939405902 a. 1679562169 b. 1225285810		29. AMOUNT PAID \$		30. Rsvd for NUCC use \$
						33. BILLING PROVIDER INFO & PH # () CHOMP ON CALL DEPT 33290 PO BOX 39000 SAN FRANCISCO CA 94139-3290 a. 1225285810 b. 940760193

INSURED INFORMATION

PATIENT INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 13, 2022

SUBJECT: Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation to change One (1) Fiscal and Technical Services Assistant position to a Management Analyst series position within the Engineering Budget Unit (20210); and allow the Department to recruit and fill the position; discussion and possible action. Roll call vote.

Recommendation

The Director of Engineering respectfully recommends that the Board of Supervisors Approve a Resolution to Amend the FY 2022-2023 County Personnel Allocation to change reclassify One (1) Fiscal and Technical Services Assistant position to a Management Analyst series position within the Engineering Budget Unit (20210); and allow the Department to recruit and fill the position.

Background and Discussion

Traditionally, the Engineering Department has one Fiscal and Technical Services Assistant III position, which handles all day to day fiscal and administrative functions under the supervision of the Administrative Services Officer of the Public Works Department.

Over time, the responsibilities of that position have evolved such that the desk is responsible for managing the finances of the Engineering Department, 4 Special Districts, and the Transportation Commission; which in itself spans 5 Funds and 7 Budget Units. In addition to monitoring revenues and expenditures of these Departments, this position routinely compiles and analyzes complex financial data for use in tracking and reporting to the various funding agencies.

Based on these evolving tasks that the desk administers; the Engineering Department is requesting to update the County Position Allocation to change this position to a Management Analyst series position.

The attached Resolution has been reviewed by the Human Resources Director.

Action:

Approve a Resolution to Amend the FY 2022-2023 County Personnel Allocation to change One (1) Fiscal and Technical Services Assistant position to a Management Analyst series position within the Engineering Budget Unit (20210); and allow the Department to recruit and fill the position.

Attachments:

1. Resolution to Reclassify Fiscal Tech Position 12_2022

RESOLUTION NO. 2023- _____

RESOLUTION TO AMEND FISCAL YEAR 2022-2023 PLUMAS COUNTY POSITION ALLOCATION FOR THE ENGINEERING DEPARTMENT, BUDGET UNIT 20210.

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Engineering's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2022-2023 Position Allocation to reclassify One (1) Fiscal and Technical Services Assistant position to a Management Analyst Series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 20210 in Fiscal Year 2022-2023 to reflect the following:

Budget Unit 20210	Current FTE	Change	New FTE
Fiscal and Technical Services Assistant	1.00	-1.00	0.00
Management Analyst	0.00	+1.00	1.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 13th day of December 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Mannle, Director of Public Works

MEETING DATE: December 13, 2022

SUBJECT: Consideration and possible approval of proposed amendment to the Plumas County Purchasing Policy; discussion and possible action.

Recommendation

The Director of Public Works respectfully recommends that the Board of Supervisors approve the attached amendment to the Plumas County Purchasing Policy.

Background and Discussion

California's Short-Lived Climate Pollutant Reduction law, commonly known as SB 1383 is a California Senate bill intended to reduce the amount of organic waste in California landfills. The law primarily requires food generators such as grocery stores to donate excess edible food as well as divert organic waste from landfill disposition. Additionally, the law necessitates that each subject jurisdiction has language within its purchasing policy mandating that departments procure recycled content paper.

IMPLICATIONS:

This Purchasing Policy, approved as to form by County Counsel, will require departments to procure recycled content paper as a matter of policy.

Action:

Consideration and possible approval on proposed amendment to the Plumas County Purchasing Policy.

Attachments:

1. Plumas County Purchasing Policy Amendment

COUNTY OF PLUMAS

PURCHASING POLICY

Adopted –

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

Procurement involves the process of selecting and vetting vendors, establishing payment terms, strategically negotiating contracts, and the actual purchasing of goods.

Procurement is concerned with acquiring (procuring) all goods, services, and work vital to an organization.

This manual establishes a Board of Supervisors policy that requires competitive procurement processes, defines the various methods thereof, and sets forth exemptions and exceptions thereto for certain goods and services. This policy also establishes criteria where the exemptions and exceptions may be used, and the process for using such exemptions and exceptions. This policy implements the provisions of the applicable State of California and County of Plumas laws and regulations governing the County's purchase of goods and services.

Each County department is responsible for the purchase of supplies, equipment and services for the County unless otherwise specified by the policy or other Board policy.

1.1 PURPOSE

The purpose of this Purchasing Policy is to establish guidelines for authorization, soliciting, and appropriate conduct of purchasing activities relating to the acquisition of approved goods and services for Plumas County Offices. This policy is intended to provide a transparent, competitive, fair, and impartial process for conducting business with Plumas County's vendor community. Each department shall maintain a Purchasing Manual, including this policy as well as any applicable departmental protocols or policies. As revisions or supplements are approved by the Board and distributed by the Purchasing Agent, each department is responsible for ensuring that such items are added to its Purchasing Manual. All purchases must be made in accordance with this policy, other County policies and procedures, as well as any and all applicable laws. All purchases are subject to audit at any time.

This Purchasing Policy shall constitute a "bidding procedure plan" pursuant to Plumas County Code Section 3-1.11.

1.2 PURCHASING AGENT

The County Administrative Officer has been designated Plumas County's Purchasing Agent. The duties and authority of the Purchasing Agent are defined by California statute, the Plumas County Code, and other resolutions and orders of the Board of Supervisors. Under that authority, the Purchasing Agent is responsible for the following activities:

- Assist departments in matters related to the identification of possible supply sources, alternative product examinations, specification preparation, order follow-up and material expediting, and adherence to all contract terms and conditions.
- Assist departments in determining the appropriate method of acquisition and solicitation.
- Purchase, rent or lease of supplies, equipment, and services.
- Sell, lease, trade, or otherwise dispose of personal property that is no longer needed for County use.
- Prepare, maintain, and amend the procedures to implement the Purchasing Policy.

Should the position of County Administrative Officer be vacant, the duties of the Purchasing Agent shall pass to the Chair of the Board of Supervisors.

1.3 RESPONSIBILITIES FOR COUNTY DEPARTMENTS

Departments are responsible for the following activities:

- Ensure that all purchases are made for official county business and make appropriate use of County funds.
- Submit request for acquisition of goods and services in a manner suitable to the type of solicitation required.
- Assure all requests are properly budgeted in the appropriate account.
- Provide adequate descriptions, specifications, scopes of work, or other instructions to ensure a clear understanding of the requirements, including special conditions required by any grant or alternative funding source to be used for the purchase.
- Provide punctual responses to questions throughout the procurement process.
- Provide adequate inspection, receiving, and quality control practices for all purchases.
- Assure receipt and payment for goods and services are documented and submitted to the Auditor in a manner consist with the approved contract and within the applicable prompt payment discount timeframes.
- Consult with Purchasing Agent as needed for assistance with resolving problems with product or service delivery and vendor performance.
- Registration of County-owned vehicles and heavy equipment.

- Ensure all vendors and contractors have not been suspended or debarred from participation in federal awards prior to entering into the contract of more than \$25,000. This is done through either by (1) self-certification by vendor or contractor or (2) by checking the federal System for Award Management (SAM) website at <https://sam.gov/content/home>. Click on the Search button and type in the name of the vendor or contractor. It is suggested that a screen shot of the negative results page be kept with the procurement/contract records to support eligibility verification occurred prior to entering into the transaction.

1.4 RESPONSIBILITIES FOR COUNTY AUDITOR

The County Auditor is responsible for the following activities:

- Administration of Procurement Card (credit card) program.
- Timely payment of invoices properly submitted by the county departments to take advantage of discount timeframes and avoid late fees.

SECTION 2

COMPETITIVE PROCUREMENT

It is the policy of Plumas County to make appropriate use of County funds and promote transparency through the use of open and full competition to the maximum extent possible. Contracts for the purchase of County personal property or services shall be awarded as the result of a competitive process, except as otherwise provided for in this policy or by law where a competitive process is required.

2.1 THRESHOLDS

The following thresholds apply to procurement activities for the purchase of any goods or services required by Plumas County departments and agencies where a competitive process is required, except for public projects.

Plumas County Threshold		
Equal to or less than	\$5,000	Informal Solicitation
Between	Over \$5,000 and under \$25,000	Informal or Formal Solicitation depending on complexity
At or Above	\$25,000	Formal Solicitation

Public projects are governed by the California Public Contract Code, have different thresholds, and must be solicited in accordance with the applicable State Code and requirements. Through Plumas County Resolution 06-7301, Plumas County has elected to be subject to uniform public cost accounting procedures for public projects as defined in Public Contract Code section 22002. The current limits are set forth in the Procurement Procedures Manual. Public projects include, but are not limited to, construction, improvement, or repairs of County facilities.

Purchases shall not be artificially divided to circumvent any competitive bidding requirements. In addition, no department or employee shall draft or cause to be drafted any specifications in such a manner as to limit the bidding directly or indirectly to any one specific vendor, or any specific brand, product, thing, or service, except for those items that are standardized for a particular purpose, are approved as exempt from competitive bidding requirements, or are approved as sole source purchases.

2.2 SMALL PURCHASES

Department heads or designees are authorized to make individual purchases of products and services with an estimated total cost of \$5,000 or less, including tax, installation, and freight, if in the opinion of the department head, such direct purchases are in the best interest of the County.

The delegation of authority to make small purchases is not intended to be a substitute for centralized purchasing, or to be used to engage in repetitive purchasing without adequate analysis and competition. The following products and services are not authorized for direct purchase without prior approval from the Purchasing Agent:

- Construction, improvements, and maintenance of facilities
- Information technology software and hardware
- Telecommunications equipment
- Road projects, including parking lots and trails
- Vehicles and heavy equipment
- Any products or services available through department or Countywide contracts

2.3 INFORMAL SOLICITATIONS

Purchases of goods and services with an estimated cost of less than \$25,000 may be conducted through informal solicitation, depending on the complexity. The Purchasing Agent may require that a formal solicitation process be used if, in the Purchasing Agent's judgment, a formal solicitation is in the best interest of the County.

Informal solicitations may be handled either by the department or the Purchasing Agent. A minimum of three quotes for goods or services will be sought and evaluated to determine the lowest responsive bidder or the best value for the County. Any award based on an informal solicitation shall be documented with the applicable reason and justification for the award.

2.4 FORMAL SOLICITATIONS

Purchases of good or services with an estimated total cost of \$25,000 or more shall be made in accordance with the applicable procedures for Formal Solicitations and this section, which sets forth the requirements for competitive sealed solicitations, including, but not limited to, Invitations for Bids, Requests for Proposals, Requests for Qualifications, Requests for Information, and any other formal solicitation method.

A. Public Notice and Solicitation Period

Public notice of formal solicitation shall be issued not less than ten (10) County working days prior to the opening. A notice shall be posted in a public forum. The public notice must specify the place where solicitation documents may be obtained, if a fee applies, and the time and place for submission of solicitation responses.

B. Specifications/Scope of Work

Specifications and scopes of work shall permit free and full competition to the maximum extent possible under the attendant circumstances. Purchasing Agent shall make the final determination of the acceptability of specifications and scope of work requirements to be included in any solicitation.

A firm or vendor may be utilized as a professional consultant to assist the County with the development of the specifications. Any such firm or vendor who participates in this capacity is prohibited from responding to the resulting solicitation.

Solicitation documents shall identify all criteria which will be considered in an award recommendation.

C. Addenda to Solicitations

Addenda shall be distributed to all firms known to have received solicitation documents. Addenda which are issued within four (4) County working days of the solicitation due date shall also include an extension of the due date. The extension shall not be less than four (4) County working days from the date the addendum is issued. Addenda which cancel a solicitation in its entirety may be issued at any time prior to the solicitation's posted due date.

D. Receipt of Responses/Opening

Vendors shall respond in the manner set forth in the solicitation.

Late responses to the County's solicitations shall not be accepted.

Formal solicitations shall be received via a secure method which prevents anyone from viewing the responses until after the deadline specified in the solicitation.

All responses shall be opened in the presence of one or more witnesses and in a public forum, at the time and place designated in the solicitation, and shall be administered by the Purchasing Agent.

E. Public and Confidential Records

Responses to Requests for Proposals and Requests for Qualifications shall be considered confidential records upon receipt and throughout the evaluation process.

Responses to Invitations for Bids shall be considered public records immediately upon the opening of the responses. Copies of the bid responses and other associated documents shall be made available upon request.

Records maintained by the Purchasing Agent to document processing and award of any solicitation shall be kept in accordance with the County's document retention policy.

F. Solicitation Clarifications

A firm shall be permitted the opportunity to furnish other information called for by the solicitation and not supplied in the original response, provided it does not affect the price of the contract and does not give the responding firm an advantage or benefit not enjoyed by other respondents, in accordance with the criteria established in the solicitation.

A firm shall not be permitted to correct a response for errors of judgment.

The Purchasing Agent shall maintain complete and sufficient records of evidence used to identify the oversight and the clarified response.

G. Option to Reject, Waiver, and/or Re-Solicit

The Purchasing Agent shall maintain complete and sufficient records of evidence used to justify any action taken under this section.

1. The County reserves the right to reject a response which is in any way incomplete, irregular, amplified, unqualified, conditional, or otherwise not in compliance with the solicitation documents in all material respects.
2. The County may waive any informality, irregularity, immaterial defects, or technicalities in any response.
3. The Purchasing Agent may reject or cancel a solicitation, prior to or after receipt of responses, if it is determined that an award would not be in the best interest of the County and in accordance with applicable federal, state or local laws or ordinances, rules, regulations, and policies. If the responses are rejected or the solicitation is cancelled, the County may re-advertise the product or service or negotiate, whichever is in the best interest of the County.

H. Evaluation and Award

Responses to a solicitation shall be evaluated and awarded based on the criteria specified in the solicitation. Responses shall be inspected, reviewed and evaluated by the Purchasing Agent, who may request input and/or assistance from other County staff. Awards shall be made to the firm who submitted the lowest responsive and responsible bid, or to the highest ranked firm, as determined by the method specified in the solicitation. All evaluations shall provide sufficient justification for the award recommendation.

Notice of awards shall be made in a public forum and include the date of the award, the successful vendor name and location, and the contract amount.

I. Option to Cancel Award

Failure on the part of the awarded firm within the time allowed to execute an awarded contract, furnish an acceptable performance bond, or comply with any other requirement imposed prior to execution of the contract shall be considered just cause for cancellation of the award and forfeiture of any applicable bid security. The Purchasing Agent or designee may award a contract to the next lowest responsible and responsive bidder, or to the next highest ranked firm, as determined by the method specified in the solicitation, re-advertise the solicitation, or take any other actions deemed appropriate by the County.

2.5 EXCEPTIONS TO COMPETITIVE SOLICITATION

The use of competitive solicitation process is required unless there is an authorized basis for an exception, as defined below, or as permitted for by law. Exceptions must be not exercised indiscriminately as a method of circumventing the competitive process and related County policies.

- A. Purchases made from other public agencies competitive solicitations, or by use of Joint Powers Agreements, Cooperative Purchasing programs, Pooling Agreements, and other recognized types of agreements used by government agencies to combine agency requirements for purchases.
- B. Expert and professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience.
- C. Purchases of commodities and services from public and non-profit corporations operating work centers for the handicapped as defined by the Welfare and Institutions Code.
- D. The Purchasing Agent or designee determines that it is in the best interest of the County to extend or renew a contract, provided the extension or renewal does not adversely affect the integrity of the original award. Such extensions or renewals shall not be excessively utilized without Board approval.
- E. The Purchasing Agent or designee determines that competitive proposals do not produce any advantage, or it is impractical to obtain what is required and to observe a competitive process.

2.6 SOLE SOURCE/SINGLE SOURCE

A contract or purchase may be awarded without a competitive process if it meets either of the following criteria:

- A. Sole Source – a product or service which is the only product or service that satisfies the department's operational requirements, usually because of a technological, specialized, or unique character, or proprietary nature.
- B. Single Source – a product or service that can only be obtained from a sole provider.

The Purchasing Agent shall approve all sole source and single source purchasing prior to the County entering into a contract.

2.7 EMERGENCY PURCHASES

An Emergency is defined as an unexpected and pressing situation which requires swift and immediate procurement action precluding regular procurement policy and is essential to public life, health, safety, or improved property of the County.

- A. Department Level Emergency – In the event of an emergency which requires immediate action at the department level and limits the ability of the County to conduct a competitive solicitation, the department director or authorized designee may authorize an exception to the standard Purchasing Policy and related procedures to address the immediate need. Emergency purchases under \$5,000 are subject to ratification by the Purchasing Agent. Emergency purchases of \$5,000 or more are subject to ratification by the Board of Supervisors as required by Section _____.
- B. Local Emergency – In the event of a local emergency proclamation, procurement actions necessary to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public or private property through cost-effective measures, may be performed outside the existing policy requirements. The existing policy may be modified, waived or suspended, where deemed necessary, subject to the approval of the Board of Supervisors, as prescribed in Public Contract Code Section 22050.
- C. State & Federal Emergency – In the event of an emergency declared at either a State or Federal level, all procurement actions necessary to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall be pursuant to applicable State and/or Federal policies and procedures.

2.8 PROHIBITION AGAINST PROJECT LABOR AGREEMENTS

Except and unless as otherwise authorized by State or Federal law as a contracting or procurement obligation or as a condition of the receipt of State or Federal funds, the County shall not require a contractor on a County public project to execute or otherwise become a party to a project labor agreement as a condition of biddings, negotiating, award or performance of the public project.

2.9 UNAUTHORIZED PURCHASES

All purchases must be made in accordance with this policy, other County policies, as well as any and all applicable laws, and are subject to audit at any time. Departments are responsible for ensuring that all purchases are made for official county business and make appropriate use of County funds.

The Purchasing Agent shall investigate any Unauthorized Purchase that is brought to his/her attention and determine the actions necessary to correct the matter. Actions may include, but are not limited to: approval or ratification of the purchase by the Purchasing Agent or the Board of Supervisors; return of the purchased items, and/or; refer the issue to the applicable Department Head for disciplinary action.

SECTION 3

PLUMAS COUNTY PREFERENCE

3.1 LOCAL PREFERENCE

In recognition of the economic benefits provided by businesses located within Plumas County, a local preference credit of 5%, but not cumulatively greater than five thousand dollars (\$5,000), for Plumas County businesses shall be permitted when evaluating competitive solicitations for supplies, equipment, materials and services that are not part of a public project. The Purchasing Agent's determination regarding a business' local preference credit shall be final.

A business qualifying for a local preference credit shall meet the following criteria:

- Establish a place of business within Plumas County at least six (6) months prior to publication (or posting) of applicable competitive solicitation.
- Possess a valid resale license from the State Franchise Tax Board evidencing the business' local address within Plumas County and that payment of the local share of the applicable sales tax goes to either a city within Plumas County or to Plumas County.
- Payment of applicable business and/or real property tax to Plumas County for the most recent tax year.
- Maintain proper certification on file with the Purchasing Agent that demonstrates compliance with the provisions of this section.

3.2 RECYCLED PRODUCTS

The County will require suppliers to offer recycled products that meet the County's performance requirements. A preference of up to 10%, but not cumulatively greater than five thousand dollars (\$5,000) may be given to solicitations for products meeting the definition of recycled product cited in California Public Contract Code. Discretion is given to the Purchasing Agent to make a determination as to whether to apply the discount and to what extent at the time of the development of the solicitation. Such discount will have measurable standards and shall be applied when required by statute or grant requirements.

The County shall require all businesses from whom it purchases paper products and printing and writing paper to certify in writing:

(1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the jurisdiction. The certification shall be furnished under penalty of perjury in a form and manner determined by the jurisdiction. A jurisdiction may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.

(2) That the paper products and printing and writing paper offered or sold to the jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

Pursuant to 14 California Code of Regulations (C.C.R) 18993.4, County departments are required to implement record keeping which includes, but is not limited to, the following:(1) Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases.

(2) Copies of all certifications or other verification required under 14 C.C.R. Section 18993.3.

Said, records are to be forwarded to the Plumas County Solid Waste Division.

The County requires recycled paper products to consist of at least thirty (30) percent, by fiber weight, of postconsumer recycled content fiber, as specified below and in California Public Contract Code section12209(b):

(1) Other paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:

(A) Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber.

(B) Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

(C) Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber.

(D) Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber.

(E) General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

(F) Food serviceware, including, but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.

SECTION 4

PROTESTS

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a solicitation, shall have the right to protest to the Purchasing Agent. The aggrieved party shall submit a formal written protest to the Purchasing Agent within five (5) County business days after such aggrieved party should have know the facts giving rise thereto. The alleged grounds for protest shall be limited to the following: (1) the County failed to follow the procedures or requirements specified in the bid document, Request for Proposals, or other solicitation; (2) County employees or evaluation committee members engaged in misconduct or impropriety, or; (3) the County's

delegation of the protesting bidder as non-responsive was incorrect due to an issue of fact or law not apparent on the face of the bid document or proposal. A formal written protest shall state all grounds claimed for the protest and include supporting documentation. Failure to file a formal written protest within the time prescribed shall constitute a waiver of all protest rights.

The Purchasing Agent shall issue a decision within seven (7) County business days after receipt of the protest. The Purchasing Agent's investigation shall respond to the protest on the grounds stated within the protest. The Purchasing Agent's decision shall be final.

In the event of a timely and properly filed protest, the County shall not proceed further with the recommended award until the protest is addressed by the County unless the Purchasing Agent, in consultation with the head of the requesting department, makes a determination that the award of a contract without delay is necessary to protect a substantial interest of the County.

SECTION 5

CONTRACT APPROVAL AUTHORITY

The Board of Supervisors, the County Administrative Officer, the Purchasing Agent (or his/her designee), or a Department Head are responsible for the approval of County issued contracts within the limits contained in this Policy, unless otherwise permitted by ordinance or as expressly authorized by the Board. The following policies set forth the requirements for execution of purchasing related matters.

5.1 BOARD OF SUPERVISORS APPROVAL REQUIRED

- A. All contracts required by law to be approved by the Board of Supervisors.
- B. All contracts with a total cost of \$10,000 or more.
- C. All contracts covering more than one fiscal year that are \$10,000 or more.
- D. Approval of recommended Qualified Lists and extensions thereof.
- E. Change orders, alterations or addenda to a Board of Supervisors' approved contract for a public project which exceeds the limits prescribed in California Public Contract Code section 20142.
- F. Change orders, alterations or addenda to a Board of Supervisors' approved contract.
- G. Sale, transfer, or disposal of surplus personal property, having an individual current value of more than \$5,000 as identified in the Plumas County Capital Assets Inventory, unless otherwise prohibited by law.
- H. Emergency purchases of good or services which require Board action in accordance with Section 2.7 of this Policy.

- I. Rejection of all responses to a solicitation, or cancellation of a solicitation, with a value of more than \$10,000. Board approval may be requested concurrently with approval to award the new solicitation.
- J. All contracts where the contractor has provided services prior to the date of County signature.

5.2 **BOARD OF SUPERVISORS RATIFICATION REQUIRED**

- A. Change order to construction contracts which ordinarily require Board of Supervisors approval, but are approved by the County Administrative Officer or the administering department because of emergency, damage, decay, or where the public interest would suffer by delay, shall be submitted by the administering department at the next regularly scheduled Board meeting for ratification.
- B. Emergency purchases of more than \$5,000 must be submitted by the responsible department at the next regularly scheduled Board meeting.

5.3 **PURCHASING AGENT OR DESIGNEE APPROVAL AUTHORITY**

- A. All contracts over \$5,000 but under \$10,000.
- B. All multi-year contracts under \$10,000.
- C. Change orders, alterations, or addenda to a Board of Supervisors approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$10,000, provided the change does not adversely affect the integrity of the original award, and authority for such changes was included with the original Board approval.
- D. Rejection or cancellation of solicitations with an apparent contract award amount of less than \$10,000.
- E. Ratification of Department Level Emergency Purchase of less than \$5,000.
- F. Contracts for environmental impact reports (EIRs) for County-funded projects up to the limit authorized by California Government Code Section 25502.3

5.4 **DEPARTMENT HEADS AUTHORITY**

- A. Department Heads may authorize Small Purchases of goods and services in accordance with Section 2.2 of this policy.
- B. When the Department Head is authorized to execute contracts, subsequent change orders, alterations, or addenda to a Board of Supervisors' approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$5,000, provided the change does not adversely affect the integrity of the original award, and authority for such changes was included with the original Board approval.

SECTION 6

ETHICS

Plumas County employees shall adhere to the Plumas County Code of Ethics and shall perform their duties impartially so as to assure fair competitive access to the County's procurement process by all responsible suppliers, contractors, and providers of services and to foster public confidence in the integrity of the County's procurement process.

County employees shall not solicit or accept any fee, compensation, gift, payment of expenses, or promise of compensation in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a requirement, specification, standard, or contract. Employees shall discourage any inappropriate contact or encroachment on one's official duties by anyone who seeks to influence a procurement decision, and shall conduct their dealings with all suppliers of goods or services in a fair and impartial manner that guards against even the appearance of impropriety.

CONFLICT OF INTEREST

No contracts shall knowingly be issued to any current County employee or his/her immediate family, or to any former employee or his/her immediate family until two years after separation, without prior notice to the County Administrative Officer.

Upon discovery of an actual or potential conflict of interest, an employee shall promptly (1) notify his/her supervisor or the County Administrative Officer and (2) withdraw from further participation in the transaction involved. County Counsel may be consulted for an opinion whenever there is any question of a conflict of interest.

Department heads are responsible for determining whether consultants contracted by the County are subject to the reporting requirements of the County's Conflict of Interest Code. Should the department head determine that the consultant is not subject to the County's Conflict of Interest Code reporting requirements, the department head shall make a written finding to that effect and shall attach a copy of the finding to the contract documents.

GIFTS AND OTHER CONSIDERATION

County employees, officers, or officials, by virtue of their positions, shall not receive any special consideration from vendors or merchants in their personal affairs nor shall they attempt in their official capacities to procure goods, supplies, equipment or services for the private use of any person, including any employee, officer, or official of the County.

County employees shall not accept gifts, entertainment, or anything of more than nominal value from vendors or potential vendors. Any such gifts received by an employee shall be returned to the giver. Examples of acceptable gifts might include pencils, scratch pads, calendars, other advertising supplies where such items can be shared at a public counter, or promotional items

offered to such employees in their private capacity in the same manner as to any other member of the public.

The acceptance of any gratuity in the form of cash, merchandise, or anything of value by an official or employee of the County from any vendor is a violation of County policy and may be cause for disciplinary action. The offer of any such gratuity to any official or employee of the County by any vendor shall be cause for declaring such individual or firm to be irresponsible vendor and debarring such vendor from bidding or otherwise doing business with the County, subject to the opportunity to appeal provided in Section 8 of this Policy.

SECTION 7

COUNTY COUNSEL APPROVAL

All contracts for goods or services of \$1,000 or above must come to County Counsel for approval. All required exemption approvals must be obtained from the Purchasing Agent prior to review.

SECTION 8

VENDOR APPEALS AND DEBARMENT

After consultation with County Counsel and after reasonable notice to the vendor involved and reasonable opportunity for the vendor to be heard, the Purchasing Agent shall have the authority to debar a person for cause from consideration for award of contracts. This determination may be appealed to the Board of Supervisors.

SECTION 9

FEDERAL AND STATE CONTRACT REQUIREMENTS

For all applicable contracts, including contracts with FEMA Reimbursement, the County will ensure compliance with the Equal Employment Opportunity provisions in 41 CFR § 60-1.4(b); the Davis Bacon Act in 40 U.S.C. 3141–3148; the Copeland “Anti-Kickback” Act in 40 U.S.C. 3145; the Contract Work Hours and Safety Standards Act in 40 U.S.C. 3701–3708; the Clean Air Act and Federal Water Pollution Control Act in 42 U.S.C. 7401–7671q and 33 U.S.C. 1251–1387; the Energy Policy and Conservation Act in 42 U.S.C. 6201; the Byrd Anti-Lobbying Amendment in 31 U.S.C. § 1352, and other applicable sections under the United States Code and Code of Federal Regulations. Additionally, the County will ensure contractors will not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. All changes to these contracts will be in writing, and access to records will be provided to FEMA or the Comptroller General of the United States. If the contract involves a “funding agreement” pursuant to 37 CFR § 401.2 (a), the contractor will comply with the requirements of 37 CFR Part 40.

The County will also ensure compliance with Senate Bill 1120 (Chapter 1170, Statutes of 1990), the Drug Free Workplace Act of 1990, the Federal Drug Free Workplace Act of 1988 (41 USC 701) and federal law under 28 CFR Part 67, Subpart F, Sections 615 and 620.

For all contracts where the County will seek FEMA reimbursement, the Department will ensure all vendors and contractors have not been suspended or debarred from participation in federal awards by checking the federal System for Award Management (SAM) website at <https://sam.gov/content/home>.



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: December 13, 2022

SUBJECT: Approve and authorize Chair to execute Memorandum of Understanding between Golden State Connect Authority and County of Plumas regarding implementation of Local Agency Technical Assistance Grant; review and possible action; approved as to form by County Counsel

Recommendation

Approve and authorize Chair to execute MOU between Golden State Connect Authority and County of Plumas regarding implementation of LATA Grant

Background and Discussion

With the enactment of Senate Bill (SB) 156 in July 2021, six billion dollars (\$6,000,000,000) was allocated to CPUC for broadband deployment across four program areas, including the Local Agency Technical Assistance (LATA) Fund (\$50 Million) provided to eligible local agencies (including counties).

By direction of the Board of Supervisors on August 16, 2022, Plumas applied for \$500,000 in LATA grant funding. No local match was required.

The scope of work for the Plumas LATA planning application is to cover 100% of pre-deployment project costs that advance the deployment of open access public broadband infrastructure via construction-ready high- and low-level network designs, including a feasibility study for broadband service 'gaps' to identify the unserved and underserved areas of the County currently not covered or partially covered by existing broadband service providers.

On October 17, 2022, the California Public Utilities Commission (CPUC) sent Plumas an award letter stating Plumas County's application for LATA funding in the amount of up to \$500,000.00 has been approved. The award letter requested the County execute a Consent Form to formally accept the grant.

On November 8, 2022, the Board of Supervisors approved the execution of the Consent Form to accept the grant, which binds Plumas County to the terms of the LATA funding.

The final step is to execute a Memorandum of Understanding (MOU) with Golden State Connect Authority (GSCA) for the management of the grant and project development.

See attached MOU and associated contractual documents for consideration and execution, which are approved as to form by County Counsel.

Once the MOU is executed, GSCA will contract with two professional firms (Tilson Technology and UTOPIA Fiber) for the development of the individual Plumas County network designs, oversee the development of work product, manage the grant cash flow, and provide required grant reports to Plumas for timely submittal to and reimbursement from CPUC.

Action:

Approve and authorize Chair to execute MOU between Golden State Connect Authority and County of Plumas regarding implementation of LATA Grant

Attachments:

1. LATA Jurisdiction MOU - Plumas County

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN STATE CONNECT AUTHORITY
AND
COUNTY OF PLUMAS
REGARDING
IMPLEMENTATION OF LOCAL AGENCY TECHNICAL ASSISTANCE GRANT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated December 13, 2022 and made by and between **GOLDEN STATE CONNECT AUTHORITY** (hereinafter referred to as "GSCA") and **COUNTY OF PLUMAS** (hereinafter referred to as "County"), a political subdivision of the State of California. This MOU is made in reference to the following facts:

RECITALS:

- (a) GSCA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
- (b) Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate the provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) County is a political subdivision of the State of California, and a full Member of GSCA. County is authorized to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service under Government Code section 26231.
- (d) County is applying for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program. If approved, this grant funding will cover the cost of preparing conceptual network design and cost estimation, refined high-level design and foundational planning, and low-level design and engineering for portions of a proposed open access broadband internet access network serving certain areas within County's boundaries.
- (e) In the event that County is awarded a grant under the Local Agency Technical Assistance program, GSCA desires to assist County in implementing the grant by undertaking responsibility for performance of the grant-funded work, as set forth herein.
- (f) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSCA and County (collectively, the "Parties") are authorized to enter into an agreement to jointly exercise any power common to both entities.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 6500 et seq., 26227, 26231, and 53703.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Responsibilities of County. County shall do all of the following:
 - a. Submit a timely application for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program, consistent with the scope of work set forth in the proposed *Golden State Connect Authority Agreement for Professional Services with Tilson Technology Management* and a *Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services*, collectively and in substantially the forms attached hereto as **Attachment 1**, and the *County Local Agency Technical Assistance Application Budget Summary*, attached hereto as **Attachment 2**.
 - b. In the event the application is approved, submit all documentation necessary to accept and receive the grant funds, with the assistance of GSCA as set forth in Section 5.
 - c. Submit timely payment requests to the California Public Utilities Commission, in accordance with the approved grant, upon receipt of invoices from GSCA.
 - d. Upon receiving payment(s) from the California Public Utilities Commission under the grant, compensate GSCA as set forth in Section 6.
 - e. Timely make all reports to the California Public Utilities Commission required under the grant, with the assistance of GSCA as set forth in Section 5.
5. Responsibilities of GSCA. GSCA shall do all of the following:
 - a. In the event the grant application is approved, promptly enter into an *Golden State Connect Authority Agreement for Professional Services with Tilson Technology Management* and a *Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services* collectively and in substantially the forms attached hereto as **Attachment 1**.
 - b. Administer and oversee the performance of services under the foregoing agreements to ensure completion of the scope of work set forth therein in accordance with the terms of the approved grant.

- c. Compensate the contractors under the foregoing agreements in accordance with the terms of those agreements and the approved grant, and submit timely invoices for reimbursement to County.
- d. Submit timely invoices to County for GSCA's administrative staff costs in accordance with Section 6 and the approved grant.
- e. Assist the County in preparing and submitting any documentation necessary to accept and receive the grant funds, and in making any necessary reports and payment requests to the California Public Utilities Commission in accordance with the terms of the grant.
- f. Have full responsibility for performance of the grant-funded work and compliance with the terms of the approved grant, except as otherwise expressly set forth herein.

6. **Fiscal Provisions.** County shall make payment to GSCA from Local Agency Technical Assistance grant funds received by the County for services provided hereunder, as follows.

- a. County shall reimburse GSCA for all amounts paid to the contractors under the *Golden State Connect Authority Agreement for Professional Services with Tilson Technology Management* and the *Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services*.
- b. County shall further reimburse GSCA for all costs incurred for GSCA staff to perform the services set forth in Section 5, at GSCA's actual cost, including indirect costs allowable under the uniform cost principles promulgated by the United States Office of Management and Budget, not to exceed \$15,000.
- c. GSCA will submit invoices to County for the foregoing amounts in the time and manner consistent with the approved grant.
- d. The maximum amount payable to GSCA under this MOU shall not exceed \$475,000, or ninety-five percent (95%) of the grant amount awarded under the California Public Utilities Commission's Local Agency Technical Assistance program, whichever is less.

7. **Term.** This Agreement shall commence upon award of funding for the proposed work under the Local Agency Technical Assistance program, and terminate upon completion of, and final payment for, all services set forth in this MOU. If the Local Agency Technical Assistance grant application submitted by GSFA is not approved, this MOU shall be of no further force or effect.

8. **Compliance with Law.** GSCA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grant.

9. Independent Contractor. GSCA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GSCA performs the services which are the subject matter of this contract. GSCA staff performing services under this MOU not be deemed employees of County for any purpose.
10. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
 - a. GSCA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
 - b. County shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
11. Insurance. GSCA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
12. No Third Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
13. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to

all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

14. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
15. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.
16. Notices. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first class mail to the following addresses:

GSCA: Golden State Connect Authority
Attn: Executive Director
1215 K Street, Suite 1650
Sacramento, CA 95814

County: Plumas County Planning Department
Attn: Tracey Ferguson, Director
555 Main Street
Quincy, CA 95971

IN WITNESS WHEREOF, GSCA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____ **GOLDEN STATE CONNECT AUTHORITY**
By: _____
Executive Director

Date: _____ COUNTY OF PLUMAS
By: _____
Kevin Goss, Chair, Board of Supervisors
ATTEST: _____
Heidi White, Clerk of the Board

ATTACHMENT 1

**Golden State Connect Authority Agreement for Professional Services with
Tilson Technology Management
and
Memorandum of Understanding between Golden State Connect Authority
and Utah Telecommunication Open Infrastructure Agency Regarding
Engineering Management Services**

GOLDEN STATE CONNECT AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH
TILSON TECHNOLOGY MANAGEMENT
(NAME OF COUNTY OR CITY)

This Professional Services Agreement (“Agreement”) is made by and between the Golden State Connect Authority, a Joint Exercise of Powers Authority and political subdivision of the State of California, (“GSCA”) and Tilson Technology Management, (“Contractor” or “Tilson”), and is effective as of the latest date corresponding to the signatures below.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties hereby agree as follows:

- 1. SERVICES TO BE PROVIDED.** As directed by GSCA, Contractor shall perform the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as the following scope items/work products: (1) Conceptual Network Design and Cost Estimation for potential project areas throughout _____ County; (2) Refined High-Level Design and Foundational Planning for project areas selected by GSCA; and (3) Low-Level Design and Engineering for project areas selected by GSCA.

The proposed network design shall be primarily underground, within existing public road rights-of-way, unless otherwise directed by GSCA.

Upon completion of each scope item/work product set forth in **Exhibit A**, Contractor shall submit a report for that item setting forth the information described **Exhibit A**, including any conclusions and recommendations. Each report shall further include all of the following:

- Short summary of the work product(s) created for that scope item.
- A short description of the work completed that is suitable for submission to GSCA's funding sources.
- Identification of areas where GSCA may deploy broadband infrastructure stemming from this work, suitable for submission to GSCA's funding sources.
- An acknowledgement, on the cover page, that: “Funding for this project has been provided in part through a grant for Local Agency Technical Assistance from a program administered by the California Public Utilities Commission.”

Contractor shall cooperate with GSCA's assigned engineering manager, Utah Telecommunication Open Infrastructure Agency (UTOPIA) in the performance of all services hereunder, unless otherwise directed by GSCA.

- 2. PAYMENTS BY GSCA.** GSCA shall pay Contractor for all services satisfactorily provided herein in accordance with the payment provisions set forth in **Exhibit B**, subject to the

limitations set forth in this Agreement. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. The total amount payable by GSCA to Contractor under this Agreement shall not exceed the sum of \$ [REDACTED].

3. **TERM.** The term of this Agreement is from [REDACTED] to [REDACTED], unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and GSCA, and Contractor may not commence work before GSCA signs this Agreement.

4. PERFORMANCE STANDARDS.

- 4.01. Contractor warrants that its agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required hereunder, and are not employees of the GSCA, or immediate family of an employee of GSCA.
- 4.02. Contractor, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations.
- 4.03. Contractor shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified herein.

5. PAYMENT CONDITIONS.

- 5.01. Contractor shall submit to GSCA an invoice on a form acceptable to GSCA. If not otherwise specified, the Contractor may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by Contractor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as GSCA may require. GSCA will make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.
- 5.02. The compensation paid to Contractor hereunder is inclusive of all expenses, costs, fees, or charges incurred by Contractor for services provided under this Agreement.

6. TERMINATION.

- 6.01. **Termination Without Cause.** GSCA may terminate the Agreement without cause by giving written notice setting forth the effective date of termination to the Contractor at least 30 days prior to the effective date. In such event, the amount payable under this

Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.02. **Termination for Cause.** GSCA may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" herein includes, but is not limited to, the failure of the Contractor to perform the required services at the time and in the manner provided herein. If GSCA terminates this Agreement for good cause, GSCA may be relieved of the payment of any consideration to Contractor and GSCA may proceed with the work in any manner which GSCA deems proper. The cost to GSCA shall be deducted from any sum due herein to Contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless the GSCA, and its elected and appointed officials, directors, officers, employees, agents, and volunteers, from any and all claims, causes of action, damages, losses, expenses, fines, penalties, judgments, demands and defense costs, whether in law or equity (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) (collectively, "**Claim**") arising from or related to the services performed by Contractor under this Agreement or the actions or inactions of Contractor, or accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of Contractor's duties and services hereunder, except such loss or damage that was caused by the sole, active negligence or willful misconduct of GSCA. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. GSCA shall promptly notify Contractor of any claim made in connection with the performance of services rendered hereunder.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Contractor's duty to indemnify and defend shall only be to the maximum extent permitted of the law.

This section shall survive the termination or expiration of this Agreement.

8. **INSURANCE.** Contractor shall at all times maintain in force the insurance coverage required herein. Contractor shall send GSCA annual certificates of insurance without demand by GSCA. Failure by Contractor to maintain such insurance is a default of this Agreement which entitles GSCA, in its sole discretion, to terminate this Agreement immediately.

8.01. **Evidence of Coverage.** Prior to commencement of work pursuant to this Agreement, Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate and the Contractor shall provide GSCA a copy of the policy(ies) upon request.

8.02. Qualifying Insurers. All coverages shall be issued by companies which hold a current holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability as approved by the GSCA.

8.03. Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy(ies) of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance, including but not limited to premises and operations, coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- B. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- C. Worker's Compensation Insurance, if Contractor employs others in performance of this Agreement, in accordance with Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000, each accident, and \$1,000,000 each disease.
- D. Professional Liability Insurance, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice, errors, or omissions made in the course of rendering professional services.
- E. All insurance required herein shall be issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified herein. Unless otherwise specified herein, all such insurance shall be written on an occurrence basis. For any policy written on a claims basis, and accepted by GSCA, Contractor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least 3 years following the expiration or earlier termination of this Agreement.

Each insurance policy shall provide that GSCA shall be given notice in writing at least 30 days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each

subcontractor performing work hereunder or be accompanied by a certificate of insurance from each subcontractor showing subcontractor has identical coverage as required above.

Commercial General Liability and Automobile Liability polices shall provide an endorsement naming GSCA, its elected officials, officers, agents, and employees as Additional Insureds with respect to liability arising out of Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by GSCA and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Contractor's insurance. (ISO Form CG 20 10 11-85, or CG 20 10 10 01 in tandem with CG 2037 10 01 (2000); and ISO Form CA 20 48 02 99.)

Contractor shall provide GSCA with any new or amended certificate of insurance within 5 days after any change is made to any policy.

9. RECORDS AND CONFIDENTIALITY.

- 9.01. GSCA Records. Contractor shall not disclose any confidential records or other confidential information received from GSCA or prepared in connection with the performance of this Agreement unless GSCA provides Contractor with written authorization to disclose a specific record(s) or information on a case-by-case basis. Contractor shall promptly transmit to GSCA all requests for disclosure for any records or information related to this Agreement. Contractor shall not use any confidential information or records provided by GSCA for any purpose whatsoever, excepting for the sole purpose of performing Contractor's obligations herein. Contractor shall return to GSCA all GSCA records which Contractor used or received from GSCA to perform services hereunder upon the termination or expiration of this Agreement.
- 9.02. Contractor Records. Contractor and its officers, employees, agents, and subcontractors shall prepare and preserve all reports and records that may be required by federal, state, and GSCA laws and regulations related to services performed herein, and shall maintain such records for a period of at least 5 years after receipt of final payment hereunder. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 5-year period, then Contractor shall retain said records until such action is resolved.
- 9.03. Access to and Audit of Contractor Records. GSCA has the right to examine, monitor and audit all records, documents, conditions, and activities of Contractor and its subcontractors related to services provided herein. Pursuant to Government Code section 8546.7, the parties hereto may be subject, at the request of the GSCA or as part of any audit of the GSCA, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of five years after final payment hereunder.

10. OWNERSHIP OF MATERIALS. All materials developed under this Agreement, including without limitation all documents, drawings, estimates, notes, reports, work sheets, electronic storage media, plans, specifications, professional and technical information, and related data (collectively, "Deliverables") shall become the property of GSCA, and Contractor agrees to deliver such Deliverables to the GSCA upon completion of the services hereunder or other termination of this Agreement.

With respect to any Deliverables, or portions or components thereof, that do not become the property of GSCA in accordance with this section, the parties acknowledge and agree that Golden State Connect Authority shall have an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, and unrestricted license (with the right to sublicense) to use, copy, publicly perform, publicly display, broadcast, reformat, combine, translate, excerpt (in whole or in part), and distribute such Deliverables, portions, and components for any purpose, and to prepare derivative works of, or incorporate into other works, the Deliverables and all of their portions and components. The above rights may be exercised in all media and formats whether now known or hereafter devised. These license provisions shall survive any termination of the Agreement.

11. THIRD PARTY BENEFICIARY LIMITATION. This Agreement is intended solely for the benefit of the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against any of the parties hereto.

12. NON-DISCRIMINATION. Contractor and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in Government Code sections 12940 et seq., either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Contractor any all subcontractors shall, in performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

13. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect its performances of services herein in any manner. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of services. Contractor shall further comply with all provisions of any state or federal grant agreements providing funding for the services herein to the extent applicable to

Contractor as a subgrantee under said agreement, as though such agreement were fully set forth herein.

14. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of GSCA. Nothing in this agreement is intended nor shall be construed to create a partnership or a joint venture relationship. GSCA shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, GSCA shall not have the right to control or direct the means by which Contractor performs services rendered pursuant to this Agreement. Contractor shall set its own hours and location of work, provided the results described herein are accomplished. Contractor warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder. Contractor further warrants and represents that each of the following is true and correct:

- (i) If any work hereunder is performed in a jurisdiction that requires Contractor to have a business license or business tax registration, Contractor shall obtain and maintain the required business license or business tax registration as required by law during the term of this Agreement.
- (ii) Contractor maintains a business location that is separate from the business or work location of GSCA.
- (iii) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder.
- (iv) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from GSCA.
- (v) Contractor advertises and holds itself out to the public as available to provide the same or similar services.
- (vi) Contractor provides its own tools, vehicles, and equipment to perform the services.
- (vii) Contractor can negotiate its own rates.
- (viii) Contractor can set its own hours and location of work, consistent with the nature of the work.
- (ix) Contractor is not performing the type of work for which a license from the Contractors' State License Board is required.

By initialing this Agreement in the space provided immediately below, Contractor acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between GSCA and Contractor or any person performing services hereunder on behalf of Contractor, and that this Agreement cannot and will not be modified by any oral representation of employment. Contractor further acknowledges that he is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder.

Contractor's Initials: 

15. PREVAILING WAGE. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, GSCA will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold GSCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that GSCA has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Contractor acknowledges that no Contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. MISCELLANEOUS PROVISIONS.

16.01. Conflict of Interest. Contractor represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or

indirectly conflict in any manner or to any degree with the full complete performance of the professional services required to be rendered under this Agreement.

16.02. No Waiver. Any waiver of any terms or conditions of this Agreement must be in writing and signed by the parties. A waiver of any of the terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement, and a single (or multiple) waiver shall not be construed as a perpetual waiver.

16.03. Disputes. Contractor shall continue to perform under this Agreement during any dispute.

16.04. Non-assignment and Subcontracting. Contractor shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the GSCA. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the GSCA. Notwithstanding any such subcontract, Contractor shall remain liable for the performance of all requirements of this Agreement.

16.05. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties herein, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.06. Headings. The headings herein are for convenience only and shall not be used to interpret the terms of this Agreement.

16.07. Resolution of Ambiguities. The parties agree that each has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

16.08. Entire Agreement and Amendment. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date of this Agreement. This Agreement may be amended or modified only by written instrument signed by the parties.

16.09. Time is of the Essence. Time is of the essence in each and all provisions of this Agreement.

16.10. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California. In the event of litigation between the parties hereto, venue shall be the Superior Court of the State of California, for the County of Sacramento.

16.11. Non-exclusive Agreement. This Agreement is non-exclusive and both GSCA and Contractor expressly reserve the right to contract with other entities for the same or similar services.

16.12. Authority. Any individual executing this Agreement on behalf of a party represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.13. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment hereto, the provisions of this Agreement shall prevail and control.

16.14. Severability. If it is determined by a court of competent jurisdiction, that any provision(s) of this Agreement is illegal or unenforceable, such provision(s) shall be severed from the Agreement and shall be inoperative such that all other provisions of the Agreement remain binding with full force and effect. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.

16.15. Counterparts. This Agreement may be executed in 2 or more counterparts, each of which constitutes an original, and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart via email transmittal.

16.16. Notices. All notice required under this Agreement shall be delivered personally or by first class mail as follows:

For GSCA:
GOLDEN STATE CONNECT AUTHORITY
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Executive Director

For Contractor:
TILSON TECHNOLOGY MANAGEMENT
16 Middle St.
Portland, ME 04071

IN WITNESS WHEREOF GSCA and Contractor have executed this Agreement as of the day and year written below

Date: _____

GSCA:

Golden State Connect Authority

By: _____

Name: _____

Its: _____

Date: _____

CONTRACTOR:

Tilson Technology Management

By: _____

Name: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

PROJECT DESCRIPTION AND APPROACH

Tilson will work with GSCA to strategically plan for and develop a robust fiber network within the County identified in this Agreement, moving from conceptual design all the way through low-level design and engineering to create constructible network designs that are shovel-ready. Tilson will work closely with key stakeholders and partners to extend and improve broadband connectivity throughout the County identified in this Agreement. Tilson will focus on a design that not only meets the objectives of GSCA but will maximize eligibility for various funding opportunities available.

Tilson has extensive experience assisting network owners design and deploy fiber and wireless networks, as well as advising public officials on broadband policy. This experience gives Tilson the understanding of how different types of infrastructure are useful for deploying different types of service. Tilson's work has encompassed developing strategic approaches to holistically evaluate, plan for, and implement reliable networks that meet the bespoke needs of Tilson's clients. Tilson understands how goals, available data, and the scale and structure of funding can all shape the approach.

Our network designs are created with durability and scalability in mind. Tilson will assist GSCA in creating a long-term appreciating asset for GSCA, capable of serving a growing user base and meeting the needs of next generation technology, applications, and devices.

Additionally, Tilson's consultants have familiarity with all major federal funding opportunities from both sides of these unprecedented funding vessels: pursuing/securing as well as developing/administering. This experience provides insight into the inner-workings of how grant programs operate and has helped to refine process around grant-compliance related consulting and engineering.

Tilson will cooperate with and take direction from UTOPIA in the performance of all services hereunder, unless otherwise directed by GSCA.

Technical Capabilities

Tilson possesses the in-house resources for end-to-end, full turnkey fiber network consulting, design, and engineering. Tilson self-performs all survey, design, and permitting using industry-standard technologies and is consequently intimately familiar with a variety of advanced tools to support technical support and GIS-related consulting, including:

3-GIS is a web-based fiber network design studio that uses industry-standard ESRI ArcGIS on its backend. Tilson uses 3GIS for all desktop engineering tasks. Tilson's engineers use the information in Tilson's geographic database as a starting point for editing the GIS data to complete engineering design deliverables. All fiber architecture, including mapping all fiber routes, determining cable size and placement, attachment points, equipment locations, slack, logical cable names and complements, fiber counts, and splice diagrams, is completed in GIS.

QuickBase is a low-code platform for building, customizing and connecting scalable, secure cloud applications mapped to unique business challenges. The platform includes workflow and process automation, forms, and personalized charts and reports driven by customizable business logic. Quickbase is used at Tilson for project management, schedule management, and cost and revenue analysis, allowing all users to work from the same data. Data can be transferred to external systems via API calls, an ODBC connector, or Excel/CSV exports.

AutoCAD is an industry-standard computer aided drafting tool. Tilson uses AutoCAD to create construction-ready drawings.

O-Calc is structural analysis software used to model utility pole loading. O-Calc can model all aspects of structural loading on a variety of pole types and materials. Using O-Calc, Tilson's engineers and make-ready team can provide analysis-based counters to excessive utility make ready costs.

Biarri FOND is software that enables Tilson's engineering team to create, customize, adjust and optimize fiber, broadband and 5G network designs. It allows complete control of network parameters and specifications to design an appropriate network architecture, and calculate designs based on project preferences.

Project I: Conceptual Network Design

Tilson proposes its time-tested and repeatable project management process to provide conceptual designs for early and rapid evaluation of established project areas. These designs are to align with the preferred architecture and completed using a combination of customer input data and/or Tilson-sourced non-proprietary input data. These designs will be a desktop-based activity aimed at assisting in network deployment cost calculations and determining the viability of the fiber network deployment.

The conceptual design will require GSCA to determine some basic architectural rules and constraints and Tilson's consulting engineers will discuss the network requirements as part of the initial project kick-off meeting and throughout subsequent touchpoints as necessary. Tilson will then review any existing data-sets available for the project. After reviewing the geographic area for the best central office location(s), Tilson will perform GIS analyses and load in centerline data and specific address locations into the working design. The design will then be ready for selecting the network architecture and uploading appropriate shape files for the region. Tilson will then be able to generate preliminary design routes based on the requirements of the network. A high level review of the preliminary routes will be undertaken to ensure proper design to all address locations. Finally, a bill-of-materials will be produced based on the design including all cables, terminals, drops and fiber distribution cabinets.

The capital expense model that Tilson will develop, with input and oversight by GSCA and UTOPIA, as a byproduct of the conceptual design includes estimates of the labor, materials (including all cables, terminals, drops and Fiber Distribution Huts), professional services, and other cost elements needed to deploy the potential solution(s). Tilson will look to comparable networks and key operating and cost ratios to estimate costs for these solutions. Tilson will also utilize publicly available data and industry information to estimate the operating costs for the proposed solution.

The goal for this project is to gain quick and actionable intel on the proposed network and associated costs. Tilson will focus on the basic conceptual network routing and fiber allocation that will drive a

large part of the overall project and eventual build. The conceptual design and resulting bill of materials will aim to be within $\pm 20\%$ accuracy of the final project build.

As the final work product for Phase I, Tilson shall provide a report and summary overview of conceptual network design for review by GSCA and its stakeholders and submission to GSCA's funding sources. The report shall include all components and information necessary for GSCA to submit a payment request to its funding sources.

Project II: Refined High Level Design and Foundational Planning

Building off the conceptual design and associated deliverables, Tilson will dive deeper into the design process to refine the working design and begin assisting GSCA with making a more concrete selection of areas based on census blocks and eligible areas. This phase will involve a more thorough route review to ensure route constructability, as well as a more acute data gathering exercise around vendors, equipment, and project-related pricing. As a result, the design will start to really take shape, better informing decision-making (such as understanding the necessary permitting tasks, environmental studies, facilities engineering etc...), and forming a strong foundation for the low-level engineering and development of constructable prints for network construction and deployment.

Tilson's consultants and engineers will work closely with GSCA stakeholders to communicate project progress advising on key road-map items and adjusting the design process as necessary throughout the phase to suit the needs of GSCA and the communities it aims to serve.

By the end of this process, Tilson will have the project areas solidified and prioritized for boots-on-the-ground field survey work and low-level design engineering. Tilson aims to be $\pm 10\%$ accuracy with an updated bill of materials which directly informs the capital expenditure estimation.

As the final work product for Project II, Tilson shall provide a report and summary overview of the refined high-level design, and all foundational planning efforts, for review by GSCA and its stakeholders and submission to GSCA's funding sources. The report shall include all components and information necessary for GSCA to submit a payment request to its funding sources.

Project III: Low Level Design and Engineering

Tilson will develop low level route designs for project areas selected by GSCA based on network design rules and permitting models established in the refined high- level design and foundational planning stage. This development will result in 'Approved for Construction' drawings that will be used to award the construction to the approved contractors. This shall also include all required permitting, easements, and rights-of-way processing.

Permit and License Requirements:

Upon request by GSCA, Tilson will assist GSCA in securing all required permits to construct networks in selected locations. These include, but are not limited to:

- Pole and conduit licensing
- Local building permits
- Local zoning variances
- Railroad crossings

- Highway crossings
- Water crossings
- Historic preservation
- Environmental

Tilson pricing for low level design and engineering, resulting in constructable network designs, is \$1.93 per linear foot. This includes:

- Field Surveying of proposed routes from approved high-level design
- Standard Route Construction Drawings and Typical
- Standard Permitting Package as described above.
- Standard Pole Applications (exclusive of Pole Loading Analysis mandates), for any aerial attachments, as directed by GSCA.

As the final work product for Project III, Tilson shall provide 'Approved for Construction' drawings that may be used to award the construction to the approved contractors, and copies of any draft or final permits, licenses, easements, applications, or similar documents prepared at GSCA's direction under this section. The foregoing shall be accompanied by a report including all components and information necessary for GSCA to submit a payment request to its funding sources.

Additional as-needed services not included in this price-per-linear foot model, such as any required specialty permits, environmental studies, facilities engineering etc., will be identified and communicated as a potential amendment to this Agreement.

EXHIBIT B
TIME AND MANNER OF PAYMENT

Compensation:

1. Contractor shall be paid an all-inclusive flat fee of **\$25,000** for all services rendered under the scope item/work product entitled “Conceptual Network Design,” as set forth in **Exhibit A**.
2. Contractor shall be paid an all-inclusive flat fee of **\$40,000** for all services rendered under the scope item/work product entitled “Refined High Level Design and Foundational Planning,” as set forth in **Exhibit A**.
3. Contractor shall be paid an all-inclusive flat fee of **\$1.93 per linear foot of network** for all services rendered under the scope item/work product entitled “Low Level Design and Engineering,” as set forth in **Exhibit A**.

The flat fees set forth above are inclusive of all compensation, reimbursement, costs, or charges due to Contractor for services provided under this Agreement.

The Maximum Compensation payable under this Agreement, including any expense reimbursement, shall not exceed \$ [REDACTED], unless otherwise agreed to in a written amendment to this Agreement executed by both parties.

Contractor shall submit an invoice for the applicable flat fee amount to GSCA within thirty (30) days after each scope item/work product has been completed to the reasonable satisfaction of GSCA. Such bills shall conform to the general requirements for invoices to GSCA – including brief statement of work performed and any other information required by GSCA's funding sources – and shall be paid by GSCA under its normal invoicing procedures.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN STATE CONNECT AUTHORITY
AND
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
REGARDING
ENGINEERING MANAGEMENT SERVICES**

THIS **MEMORANDUM OF UNDERSTANDING** ("MOU") is dated [REDACTED] and made between **GOLDEN STATE CONNECT AUTHORITY** ("GSCA") and **UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY** ("UTOPIA"). This MOU is made in reference to the following facts:

RECITALS:

- (a) GSCA is a joint powers authority and public agency organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.
- (b) Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) UTOPIA is an interlocal entity and public agency organized and existing under Title 11, Chapter 13, Utah Code Annotated 1953.
- (d) Under that certain *First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency*, UTOPIA is authorized to provide cable television and telecommunications services on a wholesale basis, and to construct, maintain, and operate telecommunications lines or cable television lines.
- (e) Under sections 6500 and 6502 of the California Government Code and Sections 11-13-201 and 11-13-202, Utah Code Annotated 1953, UTOPIA and UTOPIA, respectively, are each authorized to enter into agreements with out-of-state public agencies to jointly exercise any power common to both entities.
- (f) Certain counties and cities within GSCA's boundaries are applying for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program. If approved, this grant funding will cover the cost of preparing conceptual network design and cost estimation, refined high-level design and foundational planning, and low-level design and engineering for portions of a proposed open access broadband internet access network within GSCA's boundaries. These

counties and cities propose to enter into one or more memorandums of understanding with GSCA, in accordance with Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, under which GSCA will undertake responsibility for performance of the grant-funded work.

(g) GSCA has developed proposed *Agreements for Professional Services* (the "Engineering Agreements") with Tilson Technology Management (the "Design Professional") for each affected county and city, attached hereto as **Attachments A-1 through A-[]**, under which the Design Professional will prepare the scope items and work products to be funded under the Local Agency Technical Assistance program.

(h) UTOPIA has the expertise and capability to provide network engineering management services to supervise the work performed by the Design Professional under the Engineering Agreements.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by California Government Code sections 6500 et seq. and 26231, and by Title 11, Chapter 13 and Title 10, Chapter 18, Utah Code Annotated 1953.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Scope of Services. Upon award of funding under the Local Agency Technical Assistance program, and execution of the Engineering Agreements, UTOPIA shall provide engineering management services to assist GSCA in supervising the performance of the Design Professional under the Engineering Agreements, including all of the following:
 - Provide GSCA with a single point of responsibility for the administration of quality, cost control, and schedule objectives as set forth in the Engineering Agreements.
 - Develop project delivery strategy based on analysis of project requirements for function, quality, and cost, and schedule, operational and legal constraints.
 - Develop master schedule showing duration, responsibility and precedence for major activities; identify critical activities and develop decision tracking system to report on the status of key issues which influence the project.
 - Schedule, hold, and document project management meetings including representatives of the Design Professional and GSCA.

- Require performance by the Design Professional to support quality, cost, and schedule objectives.
- Review all plans, specifications, drawings, and other work product submitted by the Design Professional for compliance with contract scope and applicable technical and regulatory requirements. Such review shall include a check for biddability and constructability, and for conflict with plans for any other portion of the proposed network.
- Compare submitted designs to existing cost models, working with the Design Professional.
- Develop and implement a procedure for the review and processing of the Design Professional's invoices. Recommend approval and payment of the Design Professional for acceptable work effort expended. The procedure will be based upon the requirements of the GSCA's accounting systems and adapted to any requirements of the State funding agency.
- Coordinate GSCA review and acceptance of all plans, specifications, drawings, and other work product submitted by the Design Professional.
- Assist GSCA in completing any reports or other documentation necessary to obtain reimbursement under the Local Agency Technical Assistance program.
- Any other management services necessary to facilitate low-level design and final engineering of the proposed network, as set forth in the Engineering Agreements.

The foregoing services shall be performed in cooperation and coordination with GSCA management. GSCA shall retain final authority to supervise all services performed by the Design Professional, to accept or reject all plans, specifications, drawings, and other work product submitted by the Design Professional, and to approve or disapprove all invoices and request for payment.

5. Billing and Payment. GSCA shall pay UTOPIA an all-inclusive flat fee equal to three percent (3%) of the amount(s) invoiced by the Design Professional under the Engineering Agreements, not to exceed \$ _____. This flat fee is inclusive of all compensation, reimbursement, costs, or charges due to UTOPIA for services provided under this MOU. UTOPIA shall submit monthly bills for services rendered, based on the amounts invoiced by the Design Professional during the preceding month. Such bills shall conform to the general requirements for invoices to GSCA and shall be paid by GSCA under its normal invoicing procedures. It is the parties' intent that the cost of UTOPIA's services hereunder will be eligible for reimbursement under the Local Agency Technical Assistance program, and all of UTOPIA's services and invoices shall conform to the requirements of that program.

6. Term. This Agreement shall commence upon award of funding for the proposed work under the Local Agency Technical Assistance program, and terminate upon completion of, and final payment for, all services described in this MOU, unless terminated sooner due to the conditions set forth herein.
7. Termination. Either party may terminate this agreement on 30 days' written notice. GSCA shall pay UTOPIA based upon the invoices submitted by the Design Professional as of the date of notice.
8. No Commitment to Proceed. No provision of this MOU shall be construed to obligate GSCA to accept an award of funding under the Local Agency Technical Assistance program, to execute the Engineering Agreements, or to otherwise proceed with design and engineering of the proposed network.
9. Compliance with Law. UTOPIA and GSCA shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.
10. Independent Contractor. UTOPIA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow GSCA to exercise discretion or control over the professional manner in which UTOPIA performs the services which are the subject matter of this contract. UTOPIA staff performing services under this MOU not be deemed employees of GSCA for any purpose.
11. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
 - a. UTOPIA shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of UTOPIA, or any person employed by or under UTOPIA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
 - b. GSCA shall hold harmless, defend, and indemnify UTOPIA, its agents, officers, and employees, against all claims, suits, actions, costs,

expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of UTOPIA) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of UTOPIA.

12. Insurance. UTOPIA and GSCA shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
13. No Third Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
14. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
15. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
16. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.
17. Notices. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first class mail to the following addresses:

UTOPIA: UTOPIA
5858 South 900 East
Murray, UT 84121
Attn: Chief Executive Officer

GSCA:

GOLDEN STATE CONNECT AUTHORITY
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Executive Director

IN WITNESS WHEREOF, UTOPIA and GSCA have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____

**UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY**

By:

Chief Executive Officer

Date: _____

GOLDEN STATE CONNECT AUTHORITY

By

Executive Director

ATTACHMENTS A-1 through A-

[INSERT COPIES OF ENGINEERING AGREEMENTS]

ATTACHMENT 2
County Local Agency Technical Assistance Application Budget Summary

Local Agency Technical Assistance Application

PART 3. BUDGET SUMMARY

Instructions: Please provide the following budget summary information for your proposed grant project. Identify each reimbursable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.

Applicant (Local Agency or Tribe):	County of Plumas					
Project Name:	County of Plumas Broadband Network Design					
	Year 1			Year 2		
Budget Line Item	Work Product	Work Product	Work Product	Work Product	Work Product	
Work Product Title (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Conceptual Network Designs and Cost Estimation	Refined High-Level Design and Foundational Planning	Low-Level Design and Engineering*			
Timeline (weeks from project start)	Weeks 1-8	Weeks 9-20	Weeks 21 -52			
Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	Cost	Cost	Cost	Cost	Cost	TOTAL
Network Design - Tilson	\$ 25,000.00	\$ 40,000.00	\$ 381,259.00			\$ 446,259.00
Network Design Management - UTOPIA Fiber	\$ 750.00	\$ 1,200.00	\$ 11,791.00			\$ 13,741.00
Total Work Product Costs (for consultants, subconsultants, organizations, and/or staff)	\$ 25,750.00	\$ 41,200.00	\$ 393,050.00	\$ -	\$ -	\$ 460,000.00
Total Administrative Costs** (see Note)	\$ 2,060.00	\$ 3,296.00	\$ 34,644.00	\$ -	\$ -	\$ 40,000.00
TOTAL COSTS	\$ 27,810.00	\$ 44,496.00	\$ 427,694.00	\$ -	\$ -	\$ 500,000.00

*Completed at \$1.93/linear foot

**Actual or not to exceed 8% of grant - 3% GSCA and 5% County

Note:

Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. (D.22-02-026, Attachment 1 at 2)



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Zachary Gately, Grant Manager
MEETING DATE: December 13, 2022
SUBJECT: Receive an update and presentation on the American Rescue Plan Act funds.

Recommendation

Receive report from DeAnne Blankenship, Consultant with California Health Collaborative, and Zachary Gately, Plumas County Grant Manager on recent ARPA activity.

Background and Discussion

DeAnne Blankenship, Consultant, was contracted to manage the ARPA funds from October 13, 2021-October 12, 2022. In order to complete the contract, she has one more report to give. Responsibility has now been passed to the County Administrative Office, specifically the recently hired grant manager, Zachary Gately.

Action:

No action at this time is needed.

Attachments:

1. CHC's ARPA final report
2. ARPA report 2022.132.13 powerpoint



**CALIFORNIA HEALTH
COLLABORATIVE**

November 21, 2022

To: Plumas County Board of Supervisors

Cc: Debra Lucero

Re: ARPA funding Final Report

Background:

On May 10, 2021, the U.S. Department of Treasury announced the Coronavirus State and Local Fiscal Recovery Funds, as established by the American Rescue Plan Act (ARPA) of 2021, to provide emergency funding for state, local, territorial, and tribal governments. These one-time funds were approved in response to unprecedented public health and economic needs generated by the COVID-19 pandemic. Specifically, funds may be used to:

- Support public health by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and public health and safety staff.
- Address negative economic impacts caused by the pandemic.
- Replace lost public sector revenue.
- Provide premium pay for essential workers; and
- Invest in water, sewer, and broadband infrastructure.

Plumas County received \$ 3,653,039 in two tranches through California's Treasury Department – both tranches have been received.

Department Head and Community Input:

In May 2021, former County Administrator Hydrick briefed Department Heads on the ARPA funds and requested proposals from each department. The County also posted an RFP for a contractor to conduct community outreach on potential uses for the funds, help determine eligible projects, and assist with initial reporting which was awarded to non-profit agency, California Health Collaborative (CHC) in October 2021.

County Departments that submitted proposals included the Sheriff's Office, Library, Behavioral Health, Engineering, Human Resources, and IT. CHC reviewed all proposals for eligibility and conformity with the intent of the funds. It also designed a survey for the community to "vote" on how they would like to prioritize the funds according to eligible categories and Department proposals. The survey was posted on the County's website and social media sites and in the Plumas County News. Paper surveys with self-addressed stamped envelopes were available at each library (Quincy, Chester, and Portola). Nearly 300 community surveys were received.

Approved Funding Recommendations and Updates:

CHC's DeAnne Blankenship worked with the Board of Supervisors over multiple public meetings to discuss funding recommendations. The final list of recommendations was approved by the Board in May 2022 and included several projects the surveyed community requested: Broadband expansion and business / CBO grants.

Administration / Facility Services: \$ 120,724

CHC contract, TOT audit, air scrubber purchase, and reimburse the County for increased janitorial services during the pandemic.

Update:

- **The CHC contract was completed in October 2022.**
- **Janitorial services were paid for during the pandemic.**
- **Air scrubbers to be purchased in Q1 2023**

Engineering: \$ 286,000

Reimburse the County for repairs made to the Beckwourth sewer pump and a proposal from Plumas Public Utilities to assist with the Blairsden bridge project.

Update:

- **Beckwourth sewer pump project has been completed however the project went over budget. Grants Manager to investigate how to pay difference.**
- **The PPU project has not started yet and has been assigned to Plumas County Engineering.**

Human Resources: \$ 1,274,000

One-time stipend for “Essential Workers” and reimbursement for COVID-19 sick time through December 2024. The Board also approved an ARPA Grants Manager position.

Update:

- **Stipends have been mostly distributed. HR is working on finalizing.**
- **COVID sick time was extended by the state through 12/31/2022. HR will update first quarter 2023.**
- **County Grants Manager Zachary Gately started effective 11/1/22.**

IT: 300,000

IT proposals to update the County's cybersecurity and other related software and hardware.

Update: All funds have been allocated. \$98,269.19 remains to be spent on additional software (CivicClerk, Munis Treasurer Module), firewall, and backups. These have been used for cybersecurity costs (legal fees, cybersecurity training, software), updated hardware for server and Board of Supervisors Chambers, and other regularly used software.

Library: \$ 24,794

Library proposals to increase digital access and services.

Update: Since the approval of this budget, the State paid for the tutoring software. The library would like to use those funds for additional e-books and e-audiobooks and will submit a request to the Board.

Sheriff's Office/Jail: \$ 707,521

Purchase of two new transport vans equipped with airborne particle mitigation, and entire computer system upgrade including emergency response system.

Update:

- The vans have been ordered and expected delivery is mid-late 2023
- The computer system is currently being installed. Payment will happen at completion expected in early to mid-2023

Broadband: \$ 400,000

The CAO is working with other entities also funded to improve broadband throughout the region. This is good faith money to ensure Plumas County is included in those plans.

Update: This is still in the discussion phase as staff explores how to incorporate funds into existing broadband expansion projects.

Business / CBO grants: \$ 540,000

Business and non-profit grants had the second greatest number of votes in the community survey. Grant funds to be used to augment lost revenue and/or reimburse for COVID-related expense incurred by small business and non-profit organizations from 3/5/2021 to date.

Update: Grants Manager has sample grant applications. Grant protocols and processes will start early 2023

Next Steps:

- Planned and Actual Expenditure report # 2: Due 04/30/2023
- All ARPA funds encumbered: 12/31/2024
- All ARPA-funded projects completed: 12/31/2026

It has been an honor to serve Plumas County with its ARPA funding decision process. Thank you for allowing us to serve your community.

Respectfully,

DeAnne Blankenship

DeAnne Blankenship, MPH, MCCHS
California Health Collaborative
dblankenship@healthcollaborative.org

AMERICAN RECOVERY PLAN ACT (ARPA) FUNDS- PLUMAS COUNTY



**CALIFORNIA HEALTH
COLLABORATIVE**
changing lives by improving health and wellness

PLUMAS COUNTY ARPA FUNDING

Plumas County: \$ 3,653,039

To cover costs incurred 3/3/21 – 12/31/24.

Projects must be completed by 12/31/26.

Allowable expenditures:

Replace lost revenue, interventions for public health, direct aid, community & economic development, infrastructure

Department Head proposals: IT, Behavioral Health, Sheriff's Office, HR, Library, Engineering, Administration

Community survey responses:

#1 - Broadband infrastructure

#2 – Support local businesses and CBOs with grants

#3 – Expand Behavioral Health services

#4 – Premium pay for essential workers

#5 – Water and sewer infrastructure

#6 – Update County's IT

CALIFORNIA HEALTH COLLABORATIVE UPDATE

- **Conducted community survey**
- **Handled multiple calls with Department Heads and the public re: funding restrictions**
- **Submitted recommendations to Board**
- **Facilitated four (4) Board discussions re: funding recommendations**
- **Submitted progress report #1 to U. S. Treasury**
- **In the absence of CAO, worked with Board Chair via email and telephone re: ARPA presentation(s), feedback received on Board decisions, ARPA funding clarifications, etc.**
- **Submitted news release to Plumas News re: final funding decisions**
- **Conducted initial welcome meeting with new CAO**
- **Created materials for and facilitated warm hand-off for CAO and new Grants Manager Zachary Gately.**

ADMINISTRATION: \$ 120,724

Purpose:

- California Health Collaborative contract - ARPA grants management: \$ 40,000
- Reimburse County for TOT audit services: \$ 9,959
- Purchase air scrubbers for public buildings: \$ 6,000
- Reimburse County for additional janitorial during pandemic: \$ 64,765

Update:

- California Health Collaborative completed the contract for ARPA grants management.
- Reimbursed County for TOT audit services.
- Air scrubbers to be purchased first quarter 2023.
- Reimbursed County for additional janitorial during pandemic.

ENGINEERING: \$ 286,000

Approved funding:

- Reimburse Beckwourth sewer pump repairs: \$ 33,000
- Plumas Public Utility- Blairsden Bridge project: \$ 253,000

Update:

- Reimbursed Beckwourth sewer pump repairs however the project has gone over budget. Will search for additional funds.
- Plumas Public Utility- Blairsden Bridge project has not started yet. In communication with team on next steps.

HUMAN RESOURCES: \$ 1,274,000

Purpose:

- Essential Worker stipend: \$ 774,000
- COVID sick time reimbursement: \$ 200,000
- Grants Manager position: \$ 300,000

Update:

- Essential Worker stipends have been mostly distributed. HR is working on finalizing.
- COVID sick time was extended by the state through 12/31/2022. HR will update first quarter 2023.
- County Grants Manager Zachary Gately started effective 11/1/22.

IT: \$ 300,000

Purpose:

Disaster recovery hardware, server hardware, cybersecurity recovery, county hardware/software updates: \$300,000

Update:

IT used funds for cybersecurity costs (legal fees, cybersecurity training, software), updated hardware for server and Board Chambers, and other regularly used software. \$98,269.19 remains to be spent on additional software (CivicClerk, Munis Treasurer Module), firewall, and backups.

LIBRARY: \$ 24,794

Purpose:

- E-books and E-audiobooks: \$ 6,000
- Additional hotspots: \$ 7,294
- Tutoring software: \$ 11,500

Update:

Funds have not been spent yet. Since the approval of this budget, the State paid for the tutoring software. The library would like to use these funds for additional e-books and e-audiobooks and will submit a request to the Board.

SHERIFF'S OFFICE: \$ 707,521

Purpose:

- Transport vans: \$ 235,950
- Upgrade computer system: \$ 471,571

Update:

- The vans have been ordered and expected delivery is mid-late 2023. Payment will be upon delivery.
- The computer system is currently being installed and is expected to be completed by early-mid 2023. Payment at completion of project.

BROADBAND: \$ 400,000

Purpose:

Expand Broadband services: \$ 400,000

Update:

Still in the discussion phase as staff explores how to incorporate funds into existing broadband expansion projects.

BUSINESS AND CBO GRANTS: \$ 540,000

Purpose:

Support small business and CBOs impacted by COVID-19 for eligible expenses made after 3/3/21.

Eligibility:

- Small or microbusiness or non-profit
- Not received funds for same activities /services
- Decreased revenue / gross receipts or Increased supply costs

Update:

Have sample business / CBO grant applications. Project to start first quarter 2023.

NEXT STEPS

Determine business / CBO grant criteria, application, timeline, etc.

Next report due: 04/30/23

All ARPA funds encumbered: 12/31/24

All ARPA funded projects completed:
12/31/26

CONTACT:

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Grant Manager

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**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Zachary Gately, Grant Manager

MEETING DATE: December 13, 2022

SUBJECT: Receive update regarding the Local Assistance and Tribal Consistency Fund; discussion and possible direction.

Recommendation

Discuss and provide possible direction.

Background and Discussion

Introduction:

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for lobbying activities. Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own revenue sources. Plumas County has been allocated \$3,770,368.18 for FY 2022 and \$3,770,368.18 for FY 2023 for a total of \$7,540,736.36. The funds are available to cover activities from March 15, 2021, through December 31, 2027. In order to accept funds, Plumas County needs to submit through their portal (same as ARPA) by January 31, 2023. Section 605(c) provides flexible support for eligible revenue sharing counties. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity. As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

FINDING ANALYSIS

The county has an allocation of \$7.54M under LATCF and should determine criteria and priorities for Plumas County of these funds within the restrictions set forth by the Treasury. There are a couple of directions the County could take to create a recommendation to the Board:

1. County Administrative Office identifies needs based on General fund and Administrative costs and

presents recommendation to the Board of Supervisors.

2. Board of Supervisors provides criteria and priorities to the County Administrative Office for department outreach, to compile and filter requests and development of a recommendation to the Board.
3. Board of Supervisors determines to establish an ad hoc committee comprised of Board of Supervisors (no more than 2), County Administrator, and other county stakeholders. The ad hoc committee would do department outreach, compile the requests, and provide a recommendation to the Board of Supervisors.
4. Take a different approach.

With such broad discretion in the usage of funds, there are many options for how to apply these to Plumas County. The only hard unacceptable use of funds would be lobbying of any kind. Other than that, they may be applied to provision of services, capital expenditures, infrastructure investments, long-term economic development activities, as well as general government operations.

FISCAL IMPACT

The LATCF is expected to cover all costs including administrative and programmatic costs.

Action:

Staff respectfully recommends the Board of Supervisors:

1. Continue to identify needs based on General Fund and Administrative Costs; i.e. Increase cost of health insurance for employees.
2. Identify other criteria and priorities and provide direction to staff.
3. Provide direction to staff on how to proceed with soliciting and receiving input on the use of LATCF for a recommendation to the Board.

Or

1. Provide staff input for another approach.

Attachments:

1. LATCF-guidance

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury
July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

I. PROGRAMMATIC TERMS OF THE ASSISTANCE

This section describes the programmatic terms of the program, including key information on eligible applicants, allocations, eligible and ineligible uses of funds, eligible and ineligible costs, and the availability of funds. Recipients are subject to the terms of the award agreement that they must enter into in order to receive funding.

A. ELIGIBLE APPLICANTS

The American Rescue Plan identifies eligible revenue sharing counties and eligible Tribal governments as the governments eligible to request payment of their allocation of the program and defines eligibility as follows:

- An *eligible revenue sharing county* is a county, parish, or borough that is independent of any other unit of local government; and that, as determined by the Secretary of the Treasury, is the principal provider of government services for the area within its jurisdiction; and for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program. In addition, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands are eligible revenue sharing counties.
- An *eligible Tribal government* is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the American Rescue Plan pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 1531).

B. ALLOCATIONS

Section 605(b) provides for a total of \$2 billion for Treasury to make payments to eligible revenue sharing counties and eligible Tribal governments over fiscal years 2022 and 2023. The provision directs the Secretary to reserve \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates, as well as other economic indicators, over the 20-year period ending with September 30, 2021. Separately, the provision directs the Secretary to reserve \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible Tribe.

Eligible Tribal governments may log in to the Treasury Submission Portal to review their specific allocations under the program. Eligible revenue sharing counties may review their allocations on the Treasury website once the \$1.5 billion Local Assistance Fund for eligible revenue sharing counties has been launched.

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia.¹ Further, generally, receipt of LATCF funding does not trigger the National

¹ Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

Environmental Policy Act (NEPA),² although recipients must ensure compliance with all applicable federal environmental laws.

b) Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

c) Compliance with financial management, procurement, and conflicts of interest standards

Recipients must expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. Treasury will monitor violations of this requirement through reporting and other sources. Recipients should also review the Buy America domestic content procurement preference requirements, below.

D. ELIGIBLE AND INELIGIBLE COSTS

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

E. TRANSFERS

Recipients may transfer to and pool LATCF funds with other entities for projects, provided that recipients are able to track use of the funds in line with the reporting and compliance requirements of the LATCF. As an example, neighboring counties may pool funds in order to invest in a regional infrastructure project. Further, recipients may fund a project with both LATCF funds and other sources of funding, provided that the project is an eligible use under each source program and recipients are compliant with all other related statutory and regulatory requirements and policies.

Transfers under this program do not give rise to subrecipient relationships given the purpose of the award. As a result, recipients do not need to comply with subrecipient monitoring or oversight requirements outlined in the Uniform Guidance at 2 C.F.R. § 200.331 through § 200.332. Further, no subrecipient reporting under 2 C.F.R. Part 170 will be required for this program, although

the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects.

² Projects supported with payments from LATCF may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.³

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the non-federal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

³ See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), <https://www.gao.gov/assets/gao-06-382sp.pdf>

II. OPERATIONAL TERMS OF THE ASSISTANCE

This section provides a summary of operational terms of the program, including payments, reporting, and compliance. Treasury expects to release reporting and compliance guidance for the LATCF program at a later date.

A. PAYMENTS

Recipients may request payment of their allocation through the Treasury Submission Portal by following the instructions on Treasury's website. Eligible applicants will be required to complete payment information and sign an award agreement. Tribal governments will be required to complete a certification regarding economic conditions.

B. REPORTING

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with program requirements, as well as to reduce the risk of waste, fraud, and abuse. Any eligible revenue sharing county that is determined to have failed to submit a report may be required to repay to Treasury an amount up to 5 percent of its total allocation, as authorized by Sections 605(d) and (e).

C. OVERSIGHT

Recipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Recipients are subject to the Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

D. COMPLIANCE

a) General

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

Any amounts that Treasury has determined to recoup would be subject to generally applicable federal debt collection laws and procedures, including the provisions set forth in Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Parts 900 through 904.

Treasury expects to work with recipients to support the use of LATCF funds and the timely filing of annual reports to Treasury. Treasury may, for example, request additional information and work

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

compensation pursuant to 2 C.F.R. Part 170. Treasury's regulations at 31 C.F.R. Part 19 (implementing OMB's Guidelines to Agencies on Governmentwide Debarment and Suspension at 2 C.F.R. Part 180) are applicable to the program. Recipients are required to comply with the System for Award Management (SAM) requirements in 2 C.F.R. Part 25.⁴

There are no matching, level of effort, or earmarking compliance responsibilities associated with the LATCF program.

b) Buy America Domestic Content Procurement Preference

The Build America, Buy America Act establishes domestic content procurement preference requirements for federal financial assistance programs for infrastructure.⁵ These requirements apply to the LATCF. As such, expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Recipients should review the details of these domestic content procurement requirements as provided in the terms and conditions of the LATCF award, which follow the guidance provided by the Office of Management and Budget (OMB).⁶ The definition of infrastructure as provided by the Build America, Buy America Act and OMB guidance is broad and includes the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. An infrastructure project includes the construction, alteration, maintenance, or repair of infrastructure.

Treasury plans to propose a waiver from the Build America, Buy America Act requirements for awards made under the LATCF program. Treasury will post the proposed waiver and its terms, including its duration, on the Treasury website, and will also provide an update after the public comment period has closed. Should a waiver be issued, infrastructure projects undertaken under awards issued after the waiver is effective will not be subject to Build America, Buy America Act requirements.

An eligible Tribal government may request funding and receive an award before a waiver is issued and becomes effective. However, typically, only awards issued after the waiver is issued and becomes effective are excluded from the requirements of the Buy America, Build America Act. If

⁴ 2 C.F.R. Part 25, Subpart C, is inapplicable to this program as transfers under this program do not give rise to subrecipient relationships.

⁵ See section 70914(a) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (IIJA). The Buy America, Build America Act was included as sections 70901-27 of the IIJA.

⁶ OMB's guidance is provided in OMB Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (April 18, 2022), available at <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver’s effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act.⁷ Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

⁷ More specifically, as provided in OMB’s guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). See OMB Memorandum M-22-11 at 3-4.

III. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays.

LATCF@treasury.gov

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